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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 26, 2011

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 Number: 0-27078

HENRY SCHEIN, INC.

(Exact name of registrant as specified in its charter)

Delaware	**11-3136595**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

135 Duryea Road
Melville, New York
(Address of principal executive offices)
11747
(Zip Code)

(631) 843-5500
(Registrant's telephone number, including area code)

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 X No __

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes X No __

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

Large accelerated filer X		Accelerated filer __
Non-accelerated filer __	(Do not check if a smaller reporting company)	Smaller reporting company __

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes __ No X

As of April 25, 2011, there were 92,251,522 shares of the registrant's common stock outstanding.

HENRY SCHEIN, INC.
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PART I. FINANCIAL INFORMATION
ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

HENRY SCHEIN, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	March 26, 2011 (unaudited)	December 25, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 116,712	$ 150,348
Accounts receivable, net of reserves of $58,745 and $56,267	934,952	885,784
Inventories, net	930,341	870,206
Deferred income taxes	51,363	48,951
Prepaid expenses and other	228,143	214,013
Total current assets	2,261,511	2,169,302
Property and equipment, net	271,750	252,573
Goodwill	1,499,689	1,424,794
Other intangibles, net	458,480	405,468
Investments and other	303,564	295,334
Total assets	$ 4,794,994	$ 4,547,471
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 579,474	$ 590,029
Bank credit lines	97,194	41,508
Current maturities of long-term debt	8,357	4,487
Accrued expenses:		
Payroll and related	153,892	172,746
Taxes	131,387	91,581
Other	263,899	267,736
Total current liabilities	1,234,203	1,168,087
Long-term debt	407,462	395,309
Deferred income taxes	196,358	190,225
Other liabilities	82,711	76,753
Total liabilities	1,920,734	1,830,374
Redeemable noncontrolling interests	426,060	304,140
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $.01 par value, 1,000,000 shares authorized, none outstanding	-	-
Common stock, $.01 par value, 240,000,000 shares authorized, 92,261,494 outstanding on March 26, 2011 and 91,939,477 outstanding on December 25, 2010	923	919
Additional paid-in capital	518,842	601,014
Retained earnings	1,837,229	1,779,178
Accumulated other comprehensive income	89,836	30,514
Total Henry Schein, Inc. stockholders' equity	2,446,830	2,411,625
Noncontrolling interests	1,370	1,332
Total stockholders' equity	2,448,200	2,412,957
Total liabilities, redeemable noncontrolling interests and stockholders' equity	$ 4,794,994	$ 4,547,471

See accompanying notes.

HENRY SCHEIN, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)
(unaudited)

	Three Months Ended	
	March 26, 2011	**March 27, 2010**
Net sales	$ 1,947,761	$ 1,760,310
Cost of sales	1,381,939	1,247,277
Gross profit	565,822	513,033
Operating expenses:		
Selling, general and administrative	441,522	396,989
Restructuring costs	-	12,285
Operating income	124,300	103,759
Other income (expense):		
Interest income	3,933	3,388
Interest expense	(8,085)	(9,087)
Other, net	323	(115)
Income before taxes, equity in earnings of affiliates and noncontrolling interests	120,471	97,945
Income taxes	(39,153)	(32,224)
Equity in earnings of affiliates	1,653	1,531
Net income	82,971	67,252
Less: Net income attributable to noncontrolling interests	(6,476)	(6,352)
Net income attributable to Henry Schein, Inc.	$ 76,495	$ 60,900
Earnings per share attributable to Henry Schein, Inc.:		
Basic	$ 0.84	$ 0.68
Diluted	$ 0.82	$ 0.66
Weighted-average common shares outstanding:		
Basic	90,615	89,508
Diluted	93,161	92,721

See accompanying notes.

HENRY SCHEIN, INC.
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(In thousands, except share and per share data)

	Common Stock $.01 Par Value		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount					
Balance, December 25, 2010	91,939,477	$ 919	$ 601,014	$ 1,779,178	$ 30,514	$ 1,332	$ 2,412,957
Net income (excluding $6,381 attributable to Redeemable noncontrolling interests)	-	-	-	76,495	-	95	76,590
Foreign currency translation gain (excluding $1,892 attributable to Redeemable noncontrolling interests)	-	-	-	-	57,817	-	57,817
Unrealized gain from foreign currency hedging activities, net of tax of $406	-	-	-	-	1,887	-	1,887
Unrealized investment gain, net of tax benefit of $100	-	-	-	-	136	-	136
Pension adjustment loss, net of tax benefit of $31	-	-	-	-	(518)	-	(518)
Total comprehensive income							135,912
Dividends paid	-	-	-	-	-	(103)	(103)
Other adjustments	-	-	-	-	-	46	46
Change in fair value of redeemable securities	-	-	(101,033)	-	-	-	(101,033)
Initial noncontrolling interests and adjustments related to business acquisitions	-	-	(2,138)	-	-	-	(2,138)
Repurchase and retirement of common stock	(409,755)	(4)	(8,650)	(18,444)	-	-	(27,098)
Stock issued upon exercise of stock options, including tax benefit of $5,513	538,813	6	24,321	-	-	-	24,327
Stock-based compensation expense	302,184	3	8,342	-	-	-	8,345
Shares withheld for payroll taxes	(109,225)	(1)	(2,872)	-	-	-	(2,873)
Liability for cash settlement stock option awards	-	-	(142)	-	-	-	(142)
Balance, March 26, 2011	92,261,494	$ 923	$ 518,842	$ 1,837,229	$ 89,836	$ 1,370	$ 2,448,200

See accompanying notes.

HENRY SCHEIN, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended	
	March 26, 2011	March 27, 2010
Cash flows from operating activities:		
Net income	$ 82,971	$ 67,252
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	28,348	24,572
Amortization of bond discount	-	1,548
Stock-based compensation expense	8,345	6,142
Provision for losses on trade and other accounts receivable	1,728	994
Provision for (benefit from) deferred income taxes	(6,772)	272
Undistributed earnings of affiliates	(1,653)	(1,531)
Other	1,835	1,361
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	10,990	(7,394)
Inventories	(6,944)	14,482
Other current assets	(1,131)	7,730
Accounts payable and accrued expenses	(70,138)	(93,753)
Net cash provided by operating activities	47,579	21,675
Cash flows from investing activities:		
Purchases of fixed assets	(10,458)	(9,062)
Payments for equity investments and business acquisitions, net of cash acquired	(133,614)	(108,946)
Purchases of available-for-sale securities	-	(26,984)
Proceeds from sales of available-for-sale securities	2,100	1,300
Other	1,308	(720)
Net cash used in investing activities	(140,664)	(144,412)
Cash flows from financing activities:		
Proceeds from (repayments of) bank borrowings	55,660	(931)
Proceeds from issuance of long-term debt	3,000	-
Principal payments for long-term debt	(1,526)	(1,843)
Proceeds from issuance of stock upon exercise of stock options	18,814	15,280
Payments for repurchases of common stock	(27,098)	-
Excess tax benefits related to stock-based compensation	5,797	4,522
Distributions to noncontrolling shareholders	(1,062)	(1,298)
Acquisitions of noncontrolling interests in subsidiaries	(366)	(10,000)
Other	(90)	(90)
Net cash provided by financing activities	53,129	5,640
Net change in cash and cash equivalents	(39,956)	(117,097)
Effect of exchange rate changes on cash and cash equivalents	6,320	1,331
Cash and cash equivalents, beginning of period	150,348	471,154
Cash and cash equivalents, end of period	$ 116,712	$ 355,388

See accompanying notes.

HENRY SCHEIN, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, except per share data)
(unaudited)

Note 1. Basis of Presentation

Our consolidated financial statements include our accounts, as well as those of our wholly-owned and majority-owned subsidiaries. Certain prior period amounts have been reclassified to conform to the current period presentation.

Our accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnote disclosures required by U.S. GAAP for complete financial statements.

The consolidated financial statements reflect all adjustments considered necessary for a fair presentation of the consolidated results of operations and financial position for the interim periods presented. All such adjustments are of a normal recurring nature. These unaudited interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes to the consolidated financial statements contained in our Annual Report on Form 10-K for the year ended December 25, 2010.

The preparation of financial statements in conformity with U.S. GAAP requires us 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. The results of operations for the three months ended March 26, 2011 are not necessarily indicative of the results to be expected for any other interim period or for the year ending December 31, 2011.

Note 2. Segment Data

We conduct our business through two reportable segments: healthcare distribution and technology. These segments offer different products and services to the same customer base. The healthcare distribution reportable segment aggregates our dental, medical, animal health and international operating segments. This segment consists of consumable products, small equipment, laboratory products, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, surgical products, diagnostic tests, infection-control products and vitamins.

Our dental group serves office-based dental practitioners, schools and other institutions in the combined United States and Canadian dental market. Our medical group serves office-based medical practitioners, surgical centers, other alternate-care settings and other institutions throughout the United States. Our animal health group serves animal health practices and clinics throughout the United States. Our international group serves dental, medical and animal health practitioners in 23 countries outside of North America.

Our technology group provides software, technology and other value-added services to healthcare practitioners, primarily in the United States, Canada, the United Kingdom, Australia and New Zealand. Our value-added practice solutions include practice management software systems for dental and medical practitioners and animal health clinics. Our technology group offerings also include financial services on a non-recourse basis, e-services and continuing education services for practitioners.

(in thousands, except per share data)

Note 2. Segment Data (Continued)

The following tables present information about our reportable segments:

	Three Months Ended	
	March 26, 2011	March 27, 2010
Net Sales:		
Healthcare distribution (1):		
Dental (2)	$ 662,783	$ 614,649
Medical (3)	319,795	284,589
Animal health (4)	230,565	206,646
International (5)	678,972	609,453
Total healthcare distribution	1,892,115	1,715,337
Technology (6)	55,646	44,973
Total	$ 1,947,761	$ 1,760,310

(1) Consists of consumable products, small equipment, laboratory products, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, surgical products, diagnostic tests, infection-control products and vitamins.

(2) Consists of products sold in the United States and Canadian dental markets.

(3) Consists of products sold in the United States' medical market.

(4) Consists of products sold in the United States' animal health market.

(5) Consists of products sold in dental, medical and animal health markets, primarily in Europe, Australia and New Zealand.

(6) Consists of practice management software and other value-added products and services, which are distributed primarily to healthcare providers in the United States, Canada, the United Kingdom, Australia and New Zealand.

	Three Months Ended	
	March 26, 2011	March 27, 2010
Operating Income:		
Healthcare distribution	$ 109,532	$ 88,837
Technology	14,768	14,922
Total	$ 124,300	$ 103,759

Note 3. Debt

On September 5, 2008, we entered into a $400 million revolving credit facility with a $100 million expansion feature. The $400 million credit line expires in September 2013. The interest rate, which was 0.75% during the three months ended March 26, 2011, is based on USD LIBOR plus a spread based on our leverage ratio at the end of each financial reporting quarter. The agreement provides, among other things, that we maintain certain interest coverage and maximum leverage ratios, and contains restrictions relating to subsidiary indebtedness, liens, employee and shareholder loans, disposal of businesses and certain changes in ownership. In addition to the amounts outstanding under our shelf facilities, discussed below, we have outstanding borrowings of approximately $79.0 million under our $400 million credit facility. As of March 26, 2011, there were $9.8 million of letters of credit provided to third parties.

As of March 26, 2011, we had various other short-term bank credit lines available, of which approximately $18.2 million was outstanding. As of March 26, 2011, borrowings under all of our credit lines had a weighted average interest rate of 1.65%.

On August 10, 2010, we entered into $400 million private placement shelf facilities with two insurance companies. These shelf facilities are available through August 2013 on an uncommitted basis. The facilities allow us to issue senior promissory notes to the lenders at a fixed rate based on an agreed upon spread over applicable treasury notes at the time of issuance. The term of each possible issuance will be selected by us and can range from five to 15 years (with an average life no longer than 12 years). The proceeds of any issuances under the facilities will be used for general corporate purposes, including working capital and capital expenditures, to refinance existing indebtedness and/or to fund potential acquisitions. The agreement provides, among other things, that we maintain certain maximum leverage ratios, and contains restrictions relating to subsidiary indebtedness, liens, employee and shareholder loans, disposal of businesses and certain changes in ownership. As of March 26, 2011, we have an outstanding balance under the facilities of $100.0 million at a fixed rate of 3.79%, which is due on September 2, 2020.

Effective December 31, 2009, Butler Animal Health Supply, LLC, or BAHS, a majority-owned subsidiary whose financial information is consolidated with ours, had incurred approximately $320.0 million of debt (of which $37.5 million was provided by Henry Schein, Inc.) in connection with our acquisition of a majority interest in BAHS. The remaining outstanding balance of $278.4 million is reflected in our consolidated balance sheet as of March 26, 2011. Borrowings incurred as part of the acquisition of BAHS, along with certain of our credit lines, are collateralized by assets with an aggregate net carrying value of $325.0 million.

The debt incurred as part of the acquisition of BAHS is repayable in 23 quarterly installments of $0.8 million through September 30, 2015, and a final installment of $301.6 million on December 31, 2015. Interest on the BAHS debt is charged at LIBOR plus a margin of 3.5% with a LIBOR floor of 2% for a current effective rate of 5.5% as of March 26, 2011. The agreement provides, among other things, that we maintain certain interest coverage and maximum leverage ratios, and contains restrictions relating to subsidiary indebtedness, capital expenditures, liens, employee and shareholder loans, disposal of businesses and certain changes in ownership. In addition, the debt agreement contains provisions which, under certain circumstances, require BAHS to make prepayments based on excess cash flows of BAHS as defined in the debt agreement. The debt agreement also contains provisions that require BAHS to hedge risks related to potential rising interest rates. As a result, BAHS entered into a series of interest rate caps, for which we have elected hedge accounting treatment, with a notional amount of $160.0 million, protecting against LIBOR interest rates rising above 3.0% through March 30, 2012.

(in thousands, except per share data)

Note 4. Redeemable Noncontrolling Interests

Some minority shareholders in certain of our subsidiaries have the right, at certain times, to require us to acquire their ownership interest in those entities at fair value. Accounting Standards Codification ("ASC") Topic 480-10 is applicable for noncontrolling interests where we are or may be required to purchase all or a portion of the outstanding interest in a consolidated subsidiary from the noncontrolling interest holder under the terms of a put option contained in contractual agreements. The components of the change in the Redeemable noncontrolling interests for the three months ended March 26, 2011 and the year ended December 25, 2010 are presented in the following table:

	March 26, 2011	December 25, 2010
Balance, beginning of period	$ 304,140	$ 178,570
Net increase in redeemable noncontrolling interests due to business acquisitions, net of redemptions	13,354	62,314
Net income attributable to redeemable noncontrolling interests	6,381	26,054
Dividends declared	(740)	(12,360)
Effect of foreign currency translation attributable to redeemable noncontrolling interests	1,892	(2,281)
Change in fair value of redeemable securities	101,033	51,843
Balance, end of period	$ 426,060	$ 304,140

Changes in the estimated redemption amounts of the noncontrolling interests subject to put options are adjusted at each reporting period with a corresponding adjustment to Additional paid-in capital. Future reductions in the carrying amounts are subject to a "floor" amount that is equal to the fair value of the redeemable noncontrolling interests at the time they were originally recorded. The recorded value of the redeemable noncontrolling interests cannot go below the floor level. These adjustments do not impact the calculation of earnings per share.

Some prior owners of such acquired subsidiaries are eligible to receive additional purchase price cash consideration if certain financial targets are met. For acquisitions completed prior to 2009, we accrue liabilities that may arise from these transactions when we believe that the outcome of the contingency is determinable beyond a reasonable doubt. Starting in our 2009 fiscal year, as required by ASC Topic 805, "Business Combinations," we have accrued liabilities for the estimated fair value of additional purchase price adjustments at the time of the acquisition. Any adjustments to these accrual amounts will be recorded in our consolidated statement of income. For the three months ended March 26, 2011, there were no material adjustments recorded in our consolidated statement of income relating to changes in estimated contingent purchase price liabilities.

(in thousands, except per share data)

Note 5. Comprehensive Income

Comprehensive income includes certain gains and losses that, under U.S. GAAP, are excluded from net income as such amounts are recorded directly as an adjustment to stockholders' equity. Our comprehensive income is primarily comprised of net income, foreign currency translation adjustments, unrealized gains (losses) on hedging and investment activity and pension adjustments.

The following table summarizes our Accumulated other comprehensive income, net of applicable taxes as of:

	March 26, 2011	December 25, 2010
Attributable to Redeemable noncontrolling interests:		
Foreign currency translation adjustment	$ 1,028	$ (864)
Attributable to Henry Schein, Inc.:		
Foreign currency translation adjustment	$ 98,955	$ 41,138
Unrealized gain (loss) from foreign currency hedging activities	827	(1,060)
Unrealized investment loss	(1,040)	(1,176)
Pension adjustment loss	(8,906)	(8,388)
Accumulated other comprehensive income	$ 89,836	$ 30,514
Total Accumulated other comprehensive income	$ 90,864	$ 29,650

The following table summarizes other comprehensive income attributable to our Redeemable noncontrolling interests, net of applicable taxes as follows:

	Three Months Ended	
	March 26, 2011	March 27, 2010
Foreign currency translation adjustment	$ 1,892	$ (3,487)

The following table summarizes our total comprehensive income, net of applicable taxes as follows:

	Three Months Ended	
	March 26, 2011	March 27, 2010
Comprehensive income attributable to		
Henry Schein, Inc.	$ 135,817	$ 26,013
Comprehensive income attributable to		
noncontrolling interests	95	13
Comprehensive income attributable to		
Redeemable noncontrolling interests	8,273	2,852
Comprehensive income	$ 144,185	$ 28,878

Note 6. Fair Value Measurements

ASC Topic 820 "Fair Value Measurements and Disclosures" ("ASC Topic 820") establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. ASC Topic 820 applies under other previously issued accounting pronouncements that require or permit fair value measurements but does not require any new fair value measurements.

ASC Topic 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC Topic 820 establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs).

The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under ASC Topic 820 are described as follows:

- Level 1— Unadjusted quoted prices in active markets for identical assets or liabilities that are accessible at the measurement date.

- Level 2— Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability; and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

- Level 3— Inputs that are unobservable for the asset or liability.

The following section describes the valuation methodologies that we used to measure different financial instruments at fair value.

Cash equivalents and trade receivables

Due to the short-term maturity of such investments, the carrying amounts are a reasonable estimate of fair value.

Long-term investments and notes receivable

There are no quoted market prices available for investments in unconsolidated affiliates and long-term notes receivable; however, we believe the carrying amounts are a reasonable estimate of fair value.

Note 6. Fair Value Measurements (Continued)

Auction-rate securities

As of March 26, 2011, we have approximately $13.0 million ($11.3 million net of temporary impairments) invested in auction-rate securities ("ARS"), consisting of investments backed by student loans that are backed by the federal government and investments in closed-end municipal bond funds, which are included as part of Investments and other within our consolidated balance sheets. ARS are publicly issued securities that represent long-term investments, typically 10-30 years, in which interest rates had reset periodically (typically every 7, 28 or 35 days) through a "dutch auction" process. Our ARS portfolio is comprised of investments that are rated AAA by major independent rating agencies. Since the middle of February 2008, ARS auctions have failed to settle due to an excess number of sellers compared to buyers. The failure of these auctions has resulted in our inability to liquidate our ARS in the near term. We are currently not aware of any defaults or financial conditions that would negatively affect the issuers' ability to continue to pay interest and principal on our ARS. We continue to earn and receive interest at contractually agreed upon rates.

During the first quarter of 2011, we received approximately $2.1 million of redemptions of our ARS. As of March 26, 2011, we have continued to classify our ARS, as Level 3 within the fair value hierarchy due to the lack of observable inputs and the absence of significant refinancing activity.

Based upon the information currently available and the use of a discounted cash flow model, including assumptions for estimated interest rates, timing and amount of cash flows and expected holding period for the ARS portfolio, in accordance with applicable authoritative guidance, our previously recorded cumulative temporary impairment at December 25, 2010 of $1.7 million related to our ARS remained unchanged during the three months ended March 26, 2011. The temporary impairment has been recorded as part of Accumulated other comprehensive income within the equity section of our consolidated balance sheet.

Accounts payable and accrued expenses

Financial liabilities with carrying values approximating fair value include accounts payable and other accrued liabilities. The carrying value of these financial instruments approximates fair value due to their short maturities.

Note 6. Fair Value Measurements (Continued)

Debt

The fair value of our debt is estimated based on quoted market prices for our traded debt and on market prices of similar issues for our private debt. The fair value of our debt as of March 26, 2011 and December 25, 2010 was estimated at $513.0 million and $441.3 million.

Derivative contracts

Derivative contracts are valued using quoted market prices and significant other observable and unobservable inputs. We use derivative instruments to minimize our exposure to fluctuations in interest rates and foreign currency exchange rates. Our derivative instruments primarily include interest rate caps related to our long-term floating rate debt and foreign currency forward agreements related to intercompany loans and certain forecasted inventory purchase commitments with suppliers.

The fair values for the majority of our foreign currency and interest rate derivative contracts are obtained by comparing our contract rate to a published forward price of the underlying market rates, which is based on market rates for comparable transactions and are classified within Level 2 of the fair value hierarchy.

Redeemable noncontrolling interests

Some minority shareholders in certain of our subsidiaries have the right, at certain times, to require us to acquire their ownership interest in those entities at fair value based on third-party valuations. The noncontrolling interests subject to put options are adjusted to their estimated redemption amounts each reporting period with a corresponding adjustment to Additional paid-in capital. Future reductions in the carrying amounts are subject to a “floor” amount that is equal to the fair value of the redeemable noncontrolling interests at the time they were originally recorded. The recorded value of the redeemable noncontrolling interests cannot go below the floor level. These adjustments will not impact the calculation of earnings per share. The details of the changes in Redeemable noncontrolling interests are shown in Note 4.

(in thousands, except per share data)

Note 6. Fair Value Measurements (Continued)

The following table presents our assets and liabilities that are measured and recognized at fair value on a recurring basis classified under the appropriate level of the fair value hierarchy as of March 26, 2011 and December 25, 2010:

	March 26, 2011			
	Level 1	Level 2	Level 3	Total
Assets:				
Available-for-sale securities	$ -	$ -	$ 11,306	$ 11,306
Derivative contracts	-	1,435	-	1,435
Total assets	$ -	$ 1,435	$ 11,306	$ 12,741
Liabilities:				
Derivative contracts	$ -	$ 1,068	$ -	$ 1,068
Total liabilities	$ -	$ 1,068	$ -	$ 1,068
Redeemable noncontrolling interests	$ -	$ -	$ 426,060	$ 426,060

	December 25, 2010			
	Level 1	Level 2	Level 3	Total
Assets:				
Available-for-sale securities	$ -	$ -	$ 13,367	$ 13,367
Derivative contracts	-	1,213	-	1,213
Total assets	$ -	$ 1,213	$ 13,367	$ 14,580
Liabilities:				
Derivative contracts	$ -	$ 2,771	$ -	$ 2,771
Total liabilities	$ -	$ 2,771	$ -	$ 2,771
Redeemable noncontrolling interests	$ -	$ -	$ 304,140	$ 304,140

(in thousands, except per share data)

Note 6. Fair Value Measurements (Continued)

The following table presents a reconciliation of our assets and liabilities measured at fair value on a recurring basis using unobservable inputs (Level 3):

	Level 3 (1)
Balance, December 25, 2010	$ 317,507
Change in redeemable noncontrolling interests	121,920
Redemptions at par	(2,100)
Gain reported in accumulated other comprehensive income	39
Balance, March 26, 2011	$ 437,366

	Level 3 (1)
Balance, December 26, 2009	$ 199,164
Change in redeemable noncontrolling interests	107,965
Redemptions at par	(2,980)
Gain reported in accumulated other comprehensive income	100
Balance, March 27, 2010	$ 304,249

(1) Level 3 amounts consist of closed-end municipal bond funds, student loan backed auction-rate securities and redeemable noncontrolling interests. See Note 4 for the components of the changes in Redeemable noncontrolling interests.

Note 7. Business Acquisitions

The operating results of all acquisitions are reflected in our financial statements from their respective acquisition dates.

On December 31, 2010, we acquired 100% of the outstanding shares of Provet Holdings Limited (ASX: PVT), Australia's largest distributor of veterinary products with sales in its 2010 fiscal year of approximately $278 million, for approximately $91 million, in a cash-for-stock exchange.

We completed other acquisitions during the three months ended March 26, 2011, the operating results of which are reflected in our financial statements from their respective acquisition dates. All acquisitions individually and in the aggregate had an immaterial impact on our reported operating results. Total acquisition costs incurred in the three months ended March 26, 2011 were immaterial to our financial results.

(in thousands, except per share data)

Note 7. Business Acquisitions (Continued)

Effective December 31, 2009, we acquired a majority interest in Butler Animal Health Holding Company, LLC ("Butler Holding"), the holding company of BAHS, a distributor of companion animal health supplies to veterinarians. BAHS further complements our domestic and international animal health operations and accordingly has been included in our Animal health operating segment, which is reported as part of Healthcare distribution. We contributed certain assets and liabilities with a net book value of approximately $86.0 million related to our United States animal health business to BAHS and paid approximately $42.0 million in cash to acquire 50.1% of the equity interests in Butler Holding indirectly through W.A. Butler Company, a holding company that is partially owned by Oak Hill Capital Partners ("OHCP"). As part of a recapitalization at closing, BAHS combined with our animal health business to form Butler Schein Animal Health ("BSAH"), while incurring approximately $127.0 million in incremental debt used primarily to finance Butler Holding stock redemptions. As a result, BSAH had incurred $320.0 million of debt at closing, $37.5 million of which was provided by Henry Schein, Inc. and is eliminated in the accompanying consolidated financial statements.

Total consideration for the acquisition of BAHS, including $96.1 million of value for noncontrolling interests, was $351.1 million, summarized as follows:

Net cash consideration paid by Henry Schein, Inc.	$	41,990
Net book value of the United States animal health operations' assets and liabilities contributed		86,048
Fair value of noncontrolling interest in BAHS		96,110
Incremental debt incurred		127,000
Total consideration	$	351,148

We estimated the $96.1 million fair value of noncontrolling interest in BAHS as of the acquisition date by applying an income approach as our valuation technique. Our income approach followed a discounted cash flow method, which applied our best estimates of future cash flows and an estimated terminal value discounted to present value at a rate of return taking into account the relative risk of the cash flows. To confirm the reasonableness of the value derived from the income approach, we also analyzed the values of comparable companies which are publicly traded.

The total consideration of $351.1 million was allocated as follows:

Net assets of BAHS at fair value:		
Current assets	$	164,789
Intangible assets:		
Trade name (useful life 3 years)		10,000
Customer relationships (useful life 12 years)		140,000
Non-compete agreements (useful life 2 years)		2,600
Goodwill		270,714
Other assets		14,138
Current liabilities		(62,770)
Bank indebtedness		(200,100)
Deferred income tax liabilities		(74,271)
Net book value of our assets and liabilities contributed		86,048
Total allocation of consideration	$	351,148

Note 7. Business Acquisitions (Continued)

The goodwill recognized is primarily attributable to expected synergies and the assembled workforce of BAHS. The goodwill is not expected to be tax deductible for income tax purposes. As a result of our contributed business being under the control of Henry Schein, Inc. before and after the transaction, the assets and liabilities of this business remain at their original historical accounting basis in the accompanying consolidated financial statements.

The debt incurred as part of the acquisition of BAHS is repayable in 23 quarterly installments of $0.8 million through September 30, 2015, and a final installment of $301.6 million on December 31, 2015. Interest on the BAHS debt is charged at LIBOR plus a margin of 3.5% with a LIBOR floor of 2% for a current effective rate of 5.5% as of March 26, 2011. The debt agreement contains provisions which, under certain circumstances, require BAHS to make prepayments based on excess cash flows of BAHS as defined in the debt agreement. The debt agreement also contains provisions that require BAHS to hedge risks related to potential rising interest rates. As a result, BAHS entered into a series of interest rate caps, for which we have elected hedge accounting treatment, with a notional amount of $160.0 million, protecting against LIBOR interest rates rising above 3.0% through March 30, 2012.

In connection with the acquisition of a majority interest in BAHS, we entered into (i) a Put Rights Agreement with OHCP and Butler Holding (the “Oak Hill Put Rights Agreement”), and (ii) a Put Rights Agreement with Burns Veterinary Supply, Inc. (“Burns”) and Butler Holding (the “Burns Put Rights Agreement” and together with the Oak Hill Put Rights Agreement, the “Put Rights Agreements”), which provide each of OHCP and Burns with certain rights to require us to purchase their respective direct and indirect ownership interests in Butler Holding at fair value based on third-party valuations (“Put Rights”). Our maximum annual payment to OHCP under the Oak Hill Put Rights Agreement will not exceed $125.0 million for the first year during which OHCP can exercise its rights, $137.5 million for the second year and $150.0 million for the third year and for each year thereafter. Pursuant to the Burns Put Rights Agreement, Burns can exercise its Put Rights from and after December 31, 2014, at which time Burns will be permitted to sell to us up to 20% of its closing date ownership interest in Butler Holding each year. If OHCP still holds ownership interests in Butler Holding at the time the Burns Put Rights begin, then the put amounts payable by us to OHCP and Burns in any year will not exceed $150.0 million in the aggregate. As a result of the Put Right Agreements, the noncontrolling interest in BAHS has been reflected as part of Redeemable noncontrolling interests in the accompanying consolidated balance sheet.

(in thousands, except per share data)

Note 8. Plans of Restructuring

During the first quarter of 2010, we completed a restructuring in order to reduce operating expenses. This restructuring included headcount reductions of 184 positions, as well as the closing of a number of smaller locations.

For the three months ended March 27, 2010, we recorded restructuring costs of approximately $12.3 million (approximately $8.3 million after taxes) consisting of employee severance pay and benefits, facility closing costs, representing primarily lease termination and asset write-off costs, and outside professional and consulting fees directly related to the restructuring plan.

The costs associated with these restructurings are included in a separate line item, “Restructuring costs” within our consolidated statements of income.

The following table shows the amounts expensed and paid for restructuring costs that were incurred during the three months ended March 26, 2011 and the remaining accrued balance of restructuring costs as of March 26, 2011, which is included in Accrued expenses: Other and Other liabilities within our consolidated balance sheet:

	Balance at December 25, 2010	Provision	Payments and Other Adjustments	Balance at March 26, 2011
Severance costs (1)	$ 1,992	$ -	$ 630	$ 1,362
Facility closing costs (2)	2,351	-	561	1,790
Total	$ 4,343	$ -	$ 1,191	$ 3,152

(1) Represents salaries and related benefits for employees separated from the Company.

(2) Represents costs associated with the closing of certain smaller facilities (primarily lease termination costs) and property and equipment write-offs.

The following table shows, by reportable segment, the restructuring costs incurred during our 2010 fiscal year and the remaining accrued balance of restructuring costs as of March 26, 2011:

	Balance at December 25, 2010	Provision	Payments and Other Adjustments	Balance at March 26, 2011
Healthcare distribution	$ 4,343	$ -	$ 1,191	$ 3,152
Technology	-	-	-	-
Total	$ 4,343	$ -	$ 1,191	$ 3,152

(in thousands, except per share data)

Note 9. Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to Henry Schein, Inc. by the weighted-average number of common shares outstanding for the period. Our diluted earnings per share is computed similarly to basic earnings per share, except that it reflects the effect of common shares issuable upon vesting of restricted stock and upon exercise of stock options using the treasury stock method in periods in which they have a dilutive effect.

For the three months ended March 27, 2010, diluted earnings per share includes the effect of common shares issuable upon conversion of our convertible debt. During this period, the debt was convertible at a premium as a result of the conditions of the debt. As a result, the amount in excess of the principal is presumed to be settled in common shares and is reflected in our calculation of diluted earnings per share.

A reconciliation of shares used in calculating earnings per basic and diluted share follows:

	Three Months Ended	
	March 26, 2011	March 27, 2010
Basic	90,615	89,508
Effect of dilutive securities:		
Stock options, restricted stock and restricted units	2,546	2,339
Effect of assumed conversion of convertible debt	-	874
Diluted	93,161	92,721

Weighted-average options to purchase 2 shares of common stock at an exercise of $69.45 per share and 1,000 shares of common stock at exercise prices ranging from $56.21 to $62.05 per share that were outstanding during the three months ended March 26, 2011 and March 27, 2010, respectively, were excluded from the computation of diluted earnings per share. In each of these periods, such options' exercise prices exceeded the average market price of our common stock, thereby causing the effect of such options to be anti-dilutive.

On September 3, 2010, we redeemed all of our 3% convertible contingent notes originally due in 2034 (the "Convertible Notes") for approximately $240 million in cash and issued 732 shares of our common stock. The effect of assumed conversion of our Convertible Notes, as it relates to the impact on diluted earnings per share, was included through September 3, 2010.

Note 10. Income Taxes

For the three months ended March 26, 2011, our effective tax rate from operations was 32.5% compared to 32.9% for the prior year period. The difference between our effective tax rates and the federal statutory tax rates for both periods primarily relates to state and foreign income taxes.

The total amount of unrecognized tax benefits as of March 26, 2011 was approximately $28.5 million, all of which would affect the effective tax rate if recognized. It is expected that the amount of unrecognized tax benefits will change in the next 12 months; however, we do not expect the change to have a material impact on our consolidated financial statements.

The total amounts of interest and penalties were approximately $5.8 million and $0, respectively.

The tax years subject to examination by major tax jurisdictions include the years 2006 and forward by the U.S. Internal Revenue Service, the years 1997 and forward for certain states and the years 2003 and forward for certain foreign jurisdictions.

Note 11. Derivatives and Hedging Activities

We are exposed to market risks, which include changes in interest rates, as well as changes in foreign currency exchange rates as measured against the U.S. dollar and each other, and changes to the credit markets. We attempt to minimize these risks by primarily using interest rate cap agreements, foreign currency forward contracts and by maintaining counter-party credit limits. These hedging activities provide only limited protection against interest rate, currency exchange and credit risks. Factors that could influence the effectiveness of our hedging programs include interest rate volatility, currency markets and availability of hedging instruments and liquidity of the credit markets. All interest rate cap and foreign currency forward and interest rate cap contracts that we enter into are components of hedging programs and are entered into for the sole purpose of hedging an existing or anticipated interest rate and currency exposure. We do not enter into such contracts for speculative purposes and we manage our credit risks by diversifying our investments, maintaining a strong balance sheet and having multiple sources of capital.

Fluctuations in the value of certain foreign currencies as compared to the U.S. dollar may positively or negatively affect our revenues, gross margins, operating expenses and retained earnings, all of which are expressed in U.S. dollars. Where we deem it prudent, we engage in hedging programs using primarily foreign currency forward and interest rate caps contracts aimed at limiting the impact of foreign currency exchange rate and interest rate fluctuations on earnings. We purchase short-term (i.e., 12 months or less) foreign currency forward contracts to protect against currency exchange risks associated with intercompany loans due from our international subsidiaries and the payment of merchandise purchases to our foreign suppliers. We purchase interest rate caps to protect against interest rate risk on variable rate debt payable to third parties. We do not hedge the translation of foreign currency profits into U.S. dollars, as we regard this as an accounting exposure, not an economic exposure. The impact of our hedging activities has historically not had a material impact on our consolidated financial statements. Accordingly, additional disclosures related to derivatives and hedging activities required by ASC Topic 815 have been omitted.

Note 12. Stock-Based Compensation

Our accompanying unaudited consolidated statements of income reflect share-based pretax compensation expense of $8.3 million ($5.6 million after-tax) and $6.1 million ($4.1 million after-tax) for the three months ended March 26, 2011 and March 27, 2010, respectively.

Stock-based compensation represents the cost related to stock-based awards granted to employees and non-employee directors. We measure stock-based compensation at the grant date, based on the estimated fair value of the award, and recognize the cost (net of estimated forfeitures) as compensation expense on a straight-line basis over the requisite service period. Our stock-based compensation expense is reflected in selling, general and administrative expenses in our consolidated statements of income.

Stock-based awards are provided to certain employees and non-employee directors under the terms of our 1994 Stock Incentive Plan, as amended, and our 1996 Non-Employee Director Stock Incentive Plan, as amended (together, the "Plans"). The Plans are administered by the Compensation Committee of the Board of Directors. Prior to March 2009, awards under the Plans principally include a combination of at-the-money stock options and restricted stock (including restricted stock units). In March 2009, March 2010 and March 2011, equity-based awards were granted solely in the form of restricted stock and restricted stock units, with the exception of stock options for certain pre-existing contractual obligations.

Grants of restricted stock are common stock awards granted to recipients with specified vesting provisions. We issue restricted stock that vests solely based on the recipient's continued service over time (four-year cliff vesting) and restricted stock that vests based on our achieving specified performance measurements and the recipient's continued service over time (three-year cliff vesting).

With respect to time-based restricted stock, we estimate the fair value on the date of grant based on our closing stock price. With respect to performance-based restricted stock, the number of shares that ultimately vest and are received by the recipient is based upon our performance as measured against specified targets over a three-year period as determined by the Compensation Committee of the Board of Directors. Although there is no guarantee that performance targets will be achieved, we estimate the fair value of performance-based restricted stock, based on our closing stock price at time of grant.

The Plans provide for adjustments to the performance-based restricted stock targets for significant events such as acquisitions, divestitures, new business ventures and share repurchases. Over the performance period, the number of shares of common stock that will ultimately vest and be issued and the related compensation expense is adjusted upward or downward based upon our estimation of achieving such performance targets. The ultimate number of shares delivered to recipients and the related compensation cost recognized as an expense will be based on our actual performance metrics as defined under the Plans.

Restricted stock units are awards that we grant to certain employees that entitle the recipient to shares of common stock upon vesting. We grant restricted stock units with the same time-based and performance-based vesting that we use for restricted stock. The fair value of restricted stock units is determined on the date of grant, based on our closing stock price.

Total unrecognized compensation cost related to non-vested awards as of March 26, 2011 was $88.9 million, which is expected to be recognized over a weighted-average period of approximately 2.6 years.

(in thousands, except per share data)

Note 12. Stock-Based Compensation (Continued)

The following weighted-average assumptions were used in determining the fair values of stock options using the Black-Scholes valuation model:

	2011	2010
Expected dividend yield	0%	0%
Expected stock price volatility	20%	20%
Risk-free interest rate	2.13%	2.37%
Expected life of options (years)	4.75	4.5

The following table summarizes stock option activity under the Plans during the three months ended March 26, 2011:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life in Years	Aggregate Intrinsic Value
Outstanding at beginning of period	5,012	$ 43.05		
Granted	10	69.45		
Exercised	(539)	35.04		
Forfeited	(7)	35.44		
Outstanding at end of period	4,476	$ 44.09	4.7	$ 104,541
Options exercisable at end of period	4,176	$ 43.04	4.5	$ 102,005

The following tables summarize the status of our non-vested restricted stock/units for the three months ended March 26, 2011:

	Time-Based Restricted Stock/Units		
	Shares/Units	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Outstanding at beginning of period	743	$ 34,804	
Granted	207	14,371	
Vested	(85)	(4,365)	
Forfeited	(3)	(127)	
Outstanding at end of period	862	$ 44,683	$ 58,083

	Performance-Based Restricted Stock/Units		
	Shares/Units	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Outstanding at beginning of period	1,347	$ 42,083	
Granted	438	30,939	
Vested	(45)	(2,685)	
Forfeited	(2)	(92)	
Outstanding at end of period	1,738	$ 70,245	$ 117,245

(in thousands, except per share data)

Note 13. Supplemental Cash Flow Information

Cash paid for interest and income taxes was:

	Three Months Ended	
	March 26, 2011	March 27, 2010
Interest	$ 7,496	$ 10,205
Income taxes	19,276	13,450

During the three months ended March 26, 2011, we had a $2.3 million non-cash net unrealized gain related to hedging activities. During the three months ended March 27, 2010, we had a $10.9 million non-cash net unrealized loss related to hedging activities.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cautionary Note Regarding Forward-Looking Statements

In accordance with the "Safe Harbor" provisions of the Private Securities Litigation Reform Act of 1995, we provide the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the forward-looking statements, expectations and assumptions expressed or implied herein. All forward-looking statements made by us are subject to risks and uncertainties and are not guarantees of future performance. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance and achievements or industry results to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These statements are identified by the use of such terms as "may," "could," "expect," "intend," "believe," "plan," "estimate," "forecast," "project," "anticipate" or other comparable terms.

Risk factors and uncertainties that could cause actual results to differ materially from current and historical results include, but are not limited to: recently enacted healthcare legislation; effects of a highly competitive market; changes in the healthcare industry; changes in regulatory requirements; risks from expansion of customer purchasing power and multi-tiered costing structures; risks associated with our international operations; fluctuations in quarterly earnings; our dependence on third parties for the manufacture and supply of our products; transitional challenges associated with acquisitions, including the failure to achieve anticipated synergies; financial risks associated with acquisitions; regulatory and litigation risks; the dependence on our continued product development, technical support and successful marketing in the technology segment; risks from disruption to our information systems; general economic conditions; decreased customer demand and changes in vendor credit terms; disruptions in financial markets; our dependence upon sales personnel, manufacturers and customers; our dependence on our senior management; possible increases in the cost of shipping our products or other service issues with our third-party shippers; risks from rapid technological change; possible volatility of the market price of our common stock; certain provisions in our governing documents that may discourage third-party acquisitions of us; and changes in tax legislation. The order in which these factors appear should not be construed to indicate their relative importance or priority.

We caution that these factors may not be exhaustive and that many of these factors are beyond our ability to control or predict. Accordingly, any forward-looking statements contained herein should not be relied upon as a prediction of actual results. We undertake no duty and have no obligation to update forward-looking statements.

Executive-Level Overview

We believe we are the largest distributor of healthcare products and services primarily to office-based healthcare practitioners. We serve more than 700,000 customers worldwide, including dental practitioners and laboratories, physician practices and animal health clinics, as well as government and other institutions. We believe that we have a strong brand identity due to our more than 78 years of experience distributing healthcare products.

We are headquartered in Melville, New York, employ more than 14,000 people (of which over 6,400 are based outside the United States) and have operations in the United States, Australia, Austria, Belgium, Canada, China, the Czech Republic, France, Germany, Hong Kong SAR, Ireland, Israel, Italy, Luxembourg, the Netherlands, New Zealand, Portugal, Slovakia, Spain, Switzerland and the United Kingdom. We also have affiliates in Iceland, Saudi Arabia, Turkey and the United Arab Emirates.

We have established strategically located distribution centers to 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.

We conduct our business through two reportable segments: healthcare distribution and technology. These segments offer different products and services to the same customer base. The healthcare distribution reportable segment aggregates our dental, medical, animal health and international operating segments. This segment consists of consumable products, small equipment, laboratory products, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, surgical products, diagnostic tests, infection-control products and vitamins.

Our dental group serves office-based dental practitioners, schools and other institutions in the combined United States and Canadian dental market. Our medical group serves office-based medical practitioners, surgical centers, other alternate-care settings and other institutions throughout the United States. Our animal health group serves animal health practices and clinics throughout the United States. Our international group serves dental, medical and animal health practitioners in 23 countries outside of North America and is what we believe to be a leading European healthcare supplier serving office-based practitioners.

Our technology group provides software, technology and other value-added services to healthcare practitioners, primarily in the United States, Canada, the United Kingdom, Australia and New Zealand. Our value-added practice solutions include practice management software systems for dental and medical practitioners and animal health clinics. Our technology group offerings also include financial services on a non-recourse basis, e-services and continuing education services for practitioners.

Industry Overview

In recent years, the healthcare industry has increasingly focused on cost containment. This trend has benefited distributors capable of providing a broad array of products and services at low prices. It also has accelerated the growth of HMOs, group practices, other managed care accounts and collective buying groups, which, in addition to their emphasis on obtaining products at competitive prices, tend to favor distributors capable of providing specialized management information support. We believe that the trend towards cost containment has the potential to favorably affect demand for technology solutions, including software, which can enhance the efficiency and facilitation of practice management.

Our operating results in recent years have been significantly affected by strategies and transactions that we undertook to expand our business, domestically and internationally, in part to address significant changes in the healthcare industry, including consolidation of healthcare distribution companies, potential healthcare reform, trends toward managed care, cuts in Medicare and collective purchasing arrangements.

Our current and future results have been and could be impacted by the current economic environment and uncertainty, particularly impacting overall demand for our products and services.

Industry Consolidation

The healthcare products distribution industry, as it relates to office-based healthcare practitioners, is highly fragmented and diverse. This industry, which encompasses the dental, medical and animal health markets, was estimated to produce revenues of approximately $28 billion in 2010 in the combined North American, European and Australian/New Zealand markets. The industry ranges from sole practitioners working out of relatively small offices to group practices or service organizations ranging in size from a few practitioners to a large number of practitioners who have combined or otherwise associated their practices.

Due in part to the inability of office-based healthcare practitioners to store and manage large quantities of supplies in their offices, the distribution of healthcare supplies and small equipment to office-based healthcare practitioners has been characterized by frequent, small quantity orders, and a need for rapid, reliable and substantially complete order fulfillment. The purchasing decisions within an office-based healthcare practice are typically made by the practitioner or an administrative assistant. 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 to result in a number of distributors, particularly those with limited financial and marketing resources, seeking 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.

Our trend with regard to acquisitions and joint ventures has been to expand our role as a provider of products and services to the healthcare industry. This trend has resulted in expansion into service areas that complement our existing operations and provide opportunities for us to develop synergies with, and thus strengthen, the acquired businesses.

As industry consolidation continues, we believe that we are positioned to capitalize on this trend, as we believe we have the ability to support increased sales through our existing infrastructure.

As the healthcare industry continues to change, we continually evaluate possible candidates for merger or acquisition and intend to continue to seek opportunities to expand our role as a provider of products and services to the healthcare industry. There can be no assurance that we will be able to successfully pursue any such opportunity or consummate any such transaction, if pursued. If additional transactions are entered into or consummated, we would incur merger and/or acquisition-related costs, and there can be no assurance that the integration efforts associated with any such transaction would be successful.

Aging Population and Other Market Influences

The healthcare products distribution industry continues to experience growth due to the aging population, increased healthcare awareness, the proliferation of medical technology and testing, new pharmacology treatments and expanded third-party insurance coverage, partially offset by the affects of increased unemployment on insurance coverage. In addition, the physician market continues to benefit from the shift of procedures and diagnostic testing from acute care settings to alternate-care sites, particularly physicians' offices.

The U.S. Census Bureau's "Statistical Abstract of the United States: 2011," reports that, in 2010, more than five million Americans were aged 85 or older, the segment of the population most in need of long-term care and elder-care services. By the year 2050, that number is projected to more than triple to more than 19 million. The population aged 65 to 84 years is projected to more than double in the same time period.

As a result of these market dynamics, annual expenditures for healthcare services continue to increase in the United States. Given current operating, economic and industry conditions, we believe that demand for our products and services will grow at slower rates. The Centers for Medicare and Medicaid Services, or CMS, published "National Health Expenditure Projections 2009 – 2019" indicating that total national healthcare spending reached approximately $2.5 trillion in 2009, or 17.3% of the nation's gross domestic product, the benchmark measure for annual production of goods and services in the United States. Healthcare spending is projected to reach approximately $4.6 trillion in 2019, approximately 19.6% of the nation's gross domestic product.

Government

The healthcare industry is subject to extensive government regulation, licensure and operating compliance procedures. Additionally, government and private insurance programs fund a large portion of the total cost of medical care. The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or MMA, was the largest expansion of the Medicare program since its inception, and provided participants with voluntary outpatient prescription drug benefits beginning in 2006. The MMA also included provisions relating to medication management programs, generic substitution and provider reimbursement. The Patient Protection and Affordable Care Act, enacted in March 2010, generally known as The Health Care Reform Bill or PPACA, increased federal oversight of private health insurance plans and included a number of provisions designed to reduce Medicare expenditures and the cost of healthcare generally, to reduce fraud and abuse, and to provide access to health coverage for an additional

32 million people. PPACA also imposes (i) a 2.3% excise tax on domestic sales of medical devices by manufacturers and importers beginning in 2013, and a "fee" on branded prescription drugs and biologics beginning in 2011, which may affect sales, (ii) mandates pharmacy benefit manager transparency regarding rebates, discounts and price concessions, which could affect pricing and competition and (iii) reduces the amount of out-of-pocket liability for patients participating in the Medicare outpatient drug benefit program created by the MMA. Certain federal district courts have declared PPACA, or portions of it, to be unconstitutional, while certain other courts have affirmed its constitutionality. Appeals are pending, and the matter is expected to be determined by the Supreme Court of the United States.

In addition to the foregoing, PPACA imposed new reporting and disclosure requirements for pharmaceutical and device manufacturers with regard to payments or other transfers of value made to certain practitioners, including physicians and dentists, and teaching hospitals beginning in January 2012. Implementing regulations have not yet been issued, but it is possible that such regulations, when issued, will treat us or one or more of our subsidiaries as a "manufacturer" subject to these reporting requirements. In addition, several states require pharmaceutical and/or device companies to report expenses relating to the marketing and promotion of products as well as gifts and payments to individual practitioners in the states, or prohibit certain marketing related activities. Other states, such as California, Nevada, Massachusetts and Connecticut, require pharmaceutical and/or device companies to implement compliance programs or marketing codes. Wholesale distributors are covered by the laws in certain of these states. In others, it is possible that our activities, including on behalf of manufacturers, or the activities of one or more of our subsidiaries will subject us to the state's reporting requirements and prohibitions.

Regulations adopted under the federal Prescription Drug Marketing Act, effective December 2006, require the identification and documentation of transactions involving the receipt and distribution of prescription drugs, that is, drug pedigree information. These requirements include tracking sales and distribution of prescription products from distributors and potentially manufacturers. In early December 2006, the federal District Court for the Eastern District of New York issued a preliminary injunction enjoining the implementation of some of the federal drug pedigree requirements, including the requirement to identify transactions back to the manufacturer, in response to a case initiated by secondary distributors. On October 8, 2010, the U.S. District Court granted a motion to extend the time for either party to re-open the matter (which had been administratively closed in light of potential legislative action by Congress), until June 30, 2011, effectively continuing the injunction through this time. We continue to work with our suppliers to help minimize the risks associated with counterfeit products in the supply chain and potential litigation.

Other states and government agencies are currently considering similar drug pedigree laws and regulations. There have been increasing efforts by various levels of government, including state departments of health, state boards of pharmacy and comparable agencies, to regulate the pharmaceutical distribution system in order to prevent the introduction of counterfeit, adulterated or mislabeled pharmaceuticals into the distribution system. An increasing number of states, including Florida, have already adopted laws and regulations, including drug pedigree tracking requirements, that are intended to protect the integrity of the pharmaceutical distribution system. California has enacted a statute that, beginning in 2015, will require manufacturers to identify each package of a prescription pharmaceutical with a standard, machine-readable numerical identifier, and will require manufacturers and distributors to participate in an electronic track-and-trace system and provide or receive an electronic pedigree for each transaction in the drug distribution chain. Other states have passed or are reviewing the same type of requirements. Bills have been proposed in Congress that would impose similar requirements at the federal level.

The Combat Methamphetamine Enhancement Act of 2010, which became effective in April 2011, requires retail sellers of products containing certain chemicals, such as pseudoephedrine, to self certify to the Drug Enforcement Administration ("DEA") that they are in compliance with the laws and regulations regarding such sales. The law also prohibits distributors from selling these products to retailers who are not registered with the DEA or who have not self-certified compliance with the laws and regulations. The

Secure and Responsible Drug Disposal Act of 2010, signed by President Obama in October 2010, is intended to allow individuals to return unused controlled substances to designated entities to more easily and safely dispose of controlled substances while reducing the chance of diversion. The law authorizes DEA to designate certain entities to receive returned controlled substances but it does not mandate that entities must participate in a drug disposal program.

There may be additional legislative initiatives in the future impacting healthcare.

E-Commerce

Traditional healthcare supply and distribution relationships are being challenged by electronic online commerce solutions. Our distribution business is characterized by rapid technological developments and intense competition. The advancement of online commerce will require 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.

Through our proprietary, technologically-based suite of products, we offer customers a variety of competitive alternatives. 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 growing aspect of the distribution business. We continue to explore ways and means to improve and expand our Internet presence and capabilities.

Results of Operations

The following table summarizes the significant components of our operating results and cash flows for the three months ended March 26, 2011 and March 27, 2010 (in thousands):

	Three Months Ended	
	March 26, 2011	March 27, 2010
Operating results:		
Net sales	$ 1,947,761	$ 1,760,310
Cost of sales	1,381,939	1,247,277
Gross profit	565,822	513,033
Operating expenses:		
Selling, general and administrative	441,522	396,989
Restructuring costs	-	12,285
Operating income	$ 124,300	$ 103,759
Other expense, net	$ (3,829)	$ (5,814)
Net income	82,971	67,252
Net income attributable to Henry Schein, Inc.	76,495	60,900
Cash flows:		
Net cash provided by operating activities	$ 47,579	$ 21,675
Net cash used in investing activities	(140,664)	(144,412)
Net cash provided by financing activities	53,129	5,640

Plans of Restructuring

During the first quarter of 2010, we completed a restructuring in order to reduce operating expenses. This restructuring included headcount reductions of 184 positions, as well as the closing of a number of smaller locations.

During the three months ended March 27, 2010, we recorded restructuring costs of approximately $12.3 million (approximately $8.3 million after taxes). These costs primarily consisted of employee severance pay and benefits, facility closing costs, representing primarily lease termination and asset write-off costs, and outside professional and consulting fees directly related to the restructuring plans. The costs associated with these restructurings are included in a separate line item, “Restructuring costs,” within our consolidated statements of income.

Three Months Ended March 26, 2011 Compared to Three Months Ended March 27, 2010

Net Sales

Net sales for the three months ended March 26, 2011 and March 27, 2010 were as follows (in thousands):

	March 26, 2011	% of Total	March 27, 2010	% of Total	Increase $	Increase %
Healthcare distribution (1):						
Dental (2)	$ 662,783	34.0%	$ 614,649	34.9%	$ 48,134	7.8%
Medical (3)	319,795	16.4	284,589	16.2	35,206	12.4
Animal health (4)	230,565	11.8	206,646	11.7	23,919	11.6
International (5)	678,972	34.9	609,453	34.6	69,519	11.4
Total healthcare distribution	1,892,115	97.1	1,715,337	97.4	176,778	10.3
Technology (6)	55,646	2.9	44,973	2.6	10,673	23.7
Total	$ 1,947,761	100.0%	$ 1,760,310	100.0%	$ 187,451	10.6

(1) Consists of consumable products, small equipment, laboratory products, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, surgical products, diagnostic tests, infection-control products and vitamins.

(2) Consists of products sold in the United States and Canadian dental markets.

(3) Consists of products sold in the United States' medical market.

(4) Consists of products sold in the United States' animal health market.

(5) Consists of products sold in the dental, medical and animal health markets, primarily in Europe, Australia and New Zealand.

(6) Consists of practice management software and other value-added products and services, which are distributed primarily to healthcare providers in the United States, Canada, the United Kingdom, Australia and New Zealand.

The $187.5 million, or 10.6%, increase in net sales for the three months ended March 26, 2011 includes an increase of 9.9% local currency growth (3.8% increase in internally generated revenue and 6.1% growth from acquisitions) as well as a increase of 0.7% related to foreign currency exchange.

The $48.1 million, or 7.8%, increase in dental net sales for the three months ended March 26, 2011 includes an increase of 7.2% in local currencies (2.9% increase in internally generated revenue and 4.3% growth from acquisitions) as well as an increase of 0.6% related to foreign currency exchange. The 7.2% increase in local currency sales was due to increases in dental equipment sales and service revenues of 1.3% (all internally generated) and dental consumable merchandise sales growth of 8.9% (3.3% increase in internally generated revenue and 5.6% growth from acquisitions).

The $35.2 million, or 12.4%, increase in medical net sales for the three months ended March 26, 2011 includes an increase in internally generated revenue of 9.9% and acquisition growth of 2.5%.

The $23.9 million, or 11.6%, increase in animal health net sales for the three months ended March 26, 2011 includes an increase in internally generated revenue of 7.5% and acquisition growth of 4.1%.

The $69.5 million, or 11.4%, increase in international net sales for the three months ended March 26, 2011 includes sales growth of 9.8% in local currencies (9.9% growth from acquisitions offset by an internally generated decrease of 0.1%) as well as an increase of 1.6% related to foreign currency exchange.

The $10.7 million, or 23.7%, increase in technology net sales for the three months ended March 26, 2011 includes an increase of 22.9% local currency growth (13.8% internally generated growth and 9.1% growth from acquisitions) as well as a increase of 0.8% related to foreign currency exchange.

Gross Profit

Gross profit and gross margin percentages by segment and in total for the three months ended March 26, 2011 and March 27, 2010 were as follows (in thousands):

	March 26, 2011	Gross Margin %	March 27, 2010	Gross Margin %	Increase $	Increase %
Healthcare distribution	$ 529,040	28.0%	$ 482,010	28.1%	$ 47,030	9.8%
Technology	36,782	66.1	31,023	69.0	5,759	18.6
Total	$ 565,822	29.0	$ 513,033	29.1	52,789	10.3

For the three months ended March 26, 2011, gross profit increased $52.8 million, or 10.3%, from the comparable prior year period. As a result of different practices of categorizing costs associated with distribution networks throughout our industry, our gross margins may not necessarily be comparable to other distribution companies. Additionally, we realize substantially higher gross margin percentages in our technology segment than in our healthcare distribution segment. These higher gross margins result from being both the developer and seller of software products and services, as well as certain financial services. The software industry typically realizes higher gross margins to recover investments in research and development.

Within our healthcare distribution segment, gross profit margins may vary from one period to the next. Changes in the mix of products sold as well as changes in our customer mix have been the most significant drivers affecting our gross profit margin. For example, sales of pharmaceutical products are generally at lower gross profit margins than other products. Conversely, sales of our private label products achieve gross profit margins that are better than average. With respect to customer mix, sales to our large-group customers are typically completed at lower gross margins due to the higher volumes sold as opposed to the gross margin on sales to office-based practitioners who normally purchase lower volumes at higher frequencies.

Healthcare distribution gross profit increased $47.0 million, or 9.8%, for the three months ended March 26, 2011 compared to the prior year period. Healthcare distribution gross profit margin decreased to 28.0% for the three months ended March 26, 2011 from 28.1% for the comparable prior year period. The decrease in our gross profit margin is primarily due to the relative increase in sales of pharmaceutical products which occurred following our acquisition of Butler Animal Health Holding Company (BAHS).

Technology gross profit increased $5.8 million, or 18.6%, for the three months ended March 26, 2011 compared to the prior year period. Technology gross profit margin decreased to 66.1% for the three months ended March 26, 2011 from 69.0% for the comparable prior year period, primarily due to changes in the product sales mix. Specifically, revenues generated from network installations, which generally are completed at a lower than average gross margin, grew at a greater rate than electronic services (claims processing, statements generation, etc.), which typically generate higher than average gross margins.

Selling, General and Administrative

Selling, general and administrative expenses by segment and in total for the three months ended March 26, 2011 and March 27, 2010 were as follows (in thousands):

	March 26, 2011	% of Respective Net Sales	March 27, 2010	% of Respective Net Sales	Increase $	Increase %
Healthcare distribution	$ 419,508	22.2%	$ 381,110	22.2%	$ 38,398	10.1%
Technology	22,014	39.6	15,879	35.3	6,135	38.6
Total	$ 441,522	22.7	$ 396,989	22.6	$ 44,533	11.2

Selling, general and administrative expenses increased $44.5 million, or 11.2%, to $441.5 million for the three months ended March 26, 2011 from the comparable prior year period. As a percentage of net sales, selling, general and administrative expenses increased to 22.7% from 22.6% for the comparable prior year period.

As a component of selling, general and administrative expenses, selling expenses increased $27.5 million, or 10.6%, to $288.1 million for the three months ended March 26, 2011 from the comparable prior year period. As a percentage of net sales, selling expenses decreased to 14.8% from 14.9% for the comparable prior year period.

As a component of selling, general and administrative expenses, general and administrative expenses increased $17.0 million, or 12.5%, to $153.4 million for the three months ended March 26, 2011 from the comparable prior year period. As a percentage of net sales, general and administrative expenses increased to 7.9% from 7.7% for the comparable prior year period.

Other Expense, Net

Other expense, net, for the three months ended March 26, 2011 and March 27, 2010 were as follows (in thousands):

	March 26, 2011	March 27, 2010	Increase $	Increase %
Interest income	$ 3,933	$ 3,388	$ 545	16.1%
Interest expense	(8,085)	(9,087)	1,002	11.0
Other, net	323	(115)	438	380.9
Other expense, net	$ (3,829)	$ (5,814)	$ 1,985	34.1

Other expense, net decreased $2.0 million for the three months ended March 26, 2011 from the comparable prior year period. Interest income increased $0.5 million primarily due to higher investment income. Interest expense decreased $1.0 million primarily due to reduced interest expense from the redemption of our Convertible Notes on September 3, 2010, partially offset by increased interest expense related to borrowings under our private placement shelf facilities and debt associated with the acquisition on a majority interest in Butler Animal Health Supply, LLC, as well as interest expense related to our credit lines. In addition, Other, net increased by $0.4 million due primarily to the impact of foreign currency exchange.

Income Taxes

For the three months ended March 26, 2011, our effective tax rate was 32.5% compared to 32.9% for the prior year period. The difference between our effective tax rates and the federal statutory tax rates for both periods primarily relates to state and foreign income taxes.

Liquidity and Capital Resources

Our principal capital requirements include funding of acquisitions, repayments of debt principal, the funding of working capital needs, purchases of securities and fixed assets and repurchases of common stock. Working capital requirements generally result from increased sales, special inventory forward buy-in opportunities and payment terms for receivables and payables. Historically, sales have tended to be stronger during the third and fourth quarters and special inventory forward buy-in opportunities have been most prevalent just before the end of the year, causing our working capital requirements to have been higher from the end of the third quarter to the end of the first quarter of the following year.

We finance our business primarily through cash generated from our operations, revolving credit facilities and debt placements. Our ability to generate sufficient cash flows from operations is dependent on the continued demand of our customers for our products and services, and access to products and services from our suppliers.

Our business requires a substantial investment in working capital, which is susceptible to fluctuations during the year as a result of inventory purchase patterns and seasonal demands. Inventory purchase activity is a function of sales activity, special inventory forward buy-in opportunities and our desired level of inventory. We anticipate future increases in our working capital requirements.

We finance our business to provide adequate funding for at least 12 months. Funding requirements are based on forecasted profitability and working capital needs, which, on occasion, may change. Consequently, we may change our funding structure to reflect any new requirements.

We believe that our cash and cash equivalents, our ability to access private debt markets and public equity markets, and our available funds under existing credit facilities provide us with sufficient liquidity to meet our currently foreseeable short-term and long-term capital needs. We have no off-balance sheet arrangements.

Net cash flow provided by operating activities was $47.6 million for the three months ended March 26, 2011, compared to $21.7 million for the comparable prior year period. This net change of $25.9 million was primarily attributable to favorable working capital changes as well as net income improvements, after taking into account depreciation and amortization and deferred taxes.

Net cash used in investing activities was $140.7 million for the three months ended March 26, 2011, compared to $144.4 million for the comparable prior year period. The net change of $3.7 million was primarily due to a decrease in purchases of available-for-sale securities, partially offset by increased payments for business acquisitions. We expect to invest approximately $40 million to $50 million during the remainder of the fiscal year in capital projects to modernize and expand our facilities and computer systems and to integrate certain operations into our existing structure.

Net cash provided by financing activities was $53.1 million for the three months ended March 26, 2011, compared to $5.6 million provided by financing activities for the comparable prior year period. The net change of $47.5 million was primarily due to increased net borrowings and a reduction in acquisitions of noncontrolling interests in subsidiaries, partially offset by increased repurchases of common stock.

The following table summarizes selected measures of liquidity and capital resources (in thousands):

	March 26, 2011	December 25, 2010
Cash and cash equivalents	$ 116,712	$ 150,348
Available-for-sale securities - long-term	11,306	13,367
Working capital	1,027,308	1,001,215
Debt:		
Bank credit lines	$ 97,194	$ 41,508
Current maturities of long-term debt	8,357	4,487
Long-term debt	407,462	395,309
Total debt	$ 513,013	$ 441,304

Our cash and cash equivalents consist of bank balances and investments in money market funds representing overnight investments with a high degree of liquidity.

Available-for-sale securities

As of March 26, 2011, we have approximately $13.0 million ($11.3 million net of temporary impairments) invested in auction-rate securities ("ARS"), consisting of investments backed by student loans that are backed by the federal government and investments in closed-end municipal bond funds. ARS are publicly issued securities that represent long-term investments, typically 10-30 years, in which interest rates had reset periodically (typically every 7, 28 or 35 days) through a "dutch auction" process. Our ARS portfolio is comprised of investments that are rated AAA by major independent rating agencies. Since the middle of February 2008, these auctions have failed to settle due to an excess number of sellers compared to buyers. The failure of these auctions has resulted in our inability to liquidate our ARS in the near term. We are currently not aware of any defaults or financial conditions that would negatively affect the issuers' ability to continue to pay interest and principal on our ARS. We continue to earn and receive interest at contractually agreed upon rates. We believe that the current lack of liquidity related to our ARS investments will have no impact on our ability to fund our ongoing operations and growth opportunities. As of March 26, 2011, we have classified ARS holdings as long-term, available-for-sale and they are included in the Investments and other line within our consolidated balance sheets.

Accounts receivable days sales outstanding and inventory turns

Our accounts receivable days sales outstanding from operations increased to 42.7 days as of March 26, 2011 from 39.6 days as of March 27, 2010. Our inventory turns from operations decreased to 6.1 as of March 26, 2011 from 6.3 as of March 27, 2010. Our working capital accounts may be impacted by current and future economic conditions.

Debt

On September 5, 2008, we entered into a $400.0 million revolving credit facility with a $100.0 million expansion feature. The $400.0 million credit line expires in September 2013. The interest rate, which was 0.75% during the three months ended March 26, 2011, is based on the USD LIBOR plus a spread based on our leverage ratio at the end of each financial reporting quarter. In addition to the amounts outstanding under our shelf facilities, as discussed below, we have outstanding borrowings of approximately $79.0 million under our $400.0 million credit facility. As of March 26, 2011, we had various other short-term bank credit lines available, of which approximately $18.2 million was outstanding. As of March 26, 2011, there were $9.8 million of letters of credit provided to third parties.

On August 10, 2010, we entered into $400.0 million private placement facilities with two insurance companies. These shelf facilities are available through August 2013 on an uncommitted basis. The facilities allow us to issue senior promissory notes to the lenders at a fixed rate based on an agreed upon spread over applicable treasury notes at the time of issuance. The term of each possible issuance will be selected by us and can range from five to 15 years (with an average life no longer than 12 years). The proceeds of any issuances under the facilities will be used for general corporate purposes, including working capital and capital expenditures, to refinance existing indebtedness and/or to fund potential acquisitions. As of March 26, 2011, we have an outstanding balance under the facilities of $100.0 million at a fixed rate of 3.79%, which is due on September 2, 2020.

Effective December 31, 2009, Butler Animal Health Supply, LLC, or BAHS, a majority-owned subsidiary whose financial information is consolidated with ours, had incurred approximately $320.0 million of debt (of which $37.5 million was provided by Henry Schein, Inc.) in connection with our acquisition of a majority interest in BAHS. The remaining outstanding balance of $278.4 million is reflected in our consolidated balance sheet as of March 26, 2011.

The debt incurred as part of the acquisition of BAHS is repayable in 23 quarterly installments of $0.8 million through September 30, 2015, and a final installment of $301.6 million on December 31, 2015. Interest on the BAHS debt is charged at LIBOR plus a margin of 3.5% with a LIBOR floor of 2% for a current effective rate of 5.5% as of March 26, 2011. The debt agreement contains provisions which, under certain circumstances, require BAHS to make prepayments of the loan commitment based on

excess cash flows of BAHS as defined in the debt agreement. The debt agreement also contains provisions that require BAHS to hedge risks related to potential rising interest rates. As a result, BAHS entered into a series of interest rate caps, for which we elected hedge accounting treatment, with a notional amount of $160.0 million, protecting against LIBOR interest rates rising above 3.0% through March 30, 2012.

Acquisitions

On December 31, 2010, we acquired 100% of the outstanding shares of Provet Holdings Limited (ASX: PVT), Australia's largest distributor of veterinary products with sales in its 2010 fiscal year of approximately $278 million, for approximately $91 million, in a cash-for-stock exchange.

Stock repurchases

From June 21, 2004 through March 26, 2011, we repurchased $327.1 million, or 7,049,576 shares, under our common stock repurchase programs. On November 16, 2010, our Board of Directors authorized an additional $100.0 million for additional repurchases of our common stock, $72.9 million of which is available as of March 26, 2011 for future common stock share repurchases.

Redeemable noncontrolling interests

Some minority shareholders in certain of our subsidiaries have the right, at certain times, to require us to acquire their ownership interest in those entities at fair value. ASC Topic 480-10 is applicable for noncontrolling interests where we are or may be required to purchase all or a portion of the outstanding interest in a consolidated subsidiary from the noncontrolling interest holder under the terms of a put option contained in contractual agreements. The components of the change in the Redeemable noncontrolling interests for the three months ended March 26, 2011 and the year ended December 25, 2010 are presented in the following table:

	March 26, 2011	December 25, 2010
Balance, beginning of period	$ 304,140	$ 178,570
Net increase in redeemable noncontrolling interests due to business acquisitions, net of redemptions	13,354	62,314
Net income attributable to redeemable noncontrolling interests	6,381	26,054
Dividends declared	(740)	(12,360)
Effect of foreign currency translation attributable to redeemable noncontrolling interests	1,892	(2,281)
Change in fair value of redeemable securities	101,033	51,843
Balance, end of period	$ 426,060	$ 304,140

Changes in the estimated redemption amounts of the noncontrolling interests subject to put options are adjusted at each reporting period with a corresponding adjustment to Additional paid-in capital. Future reductions in the carrying amounts are subject to a “floor” amount that is equal to the fair value of the redeemable noncontrolling interests at the time they were originally recorded. The recorded value of the redeemable noncontrolling interests cannot go below the floor level. These adjustments do not impact the calculation of earnings per share.

Additionally, some prior owners of such acquired subsidiaries are eligible to receive additional purchase price cash consideration if certain financial targets are met. For acquisitions completed prior to 2009, we accrue liabilities that may arise from these transactions when we believe that the outcome of the contingency is determinable beyond a reasonable doubt. For 2009 and future acquisitions, as required by ASC Topic 805, “Business Combinations,” we have and will accrue liabilities for the estimated fair value of additional purchase price adjustments at the time of the acquisition. Any adjustments to these accrual amounts will be recorded in our consolidated statement of income.

Critical Accounting Policies and Estimates

There have been no material changes in our critical accounting policies and estimates from those disclosed in Item 7 of our Annual Report on Form 10-K for the year ended December 25, 2010.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in our exposure to market risk from that disclosed in Item 7A of our Annual Report on Form 10-K for the year ended December 25, 2010.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of management, including our principal executive officer and principal financial officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this annual report as such term is defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on this evaluation, our management, including our principal executive officer and principal financial officer, concluded that our disclosure controls and procedures were effective as of March 26, 2011 to ensure that all material information required to be disclosed by us in reports that we file or submit under the Exchange Act is accumulated and communicated to them as appropriate to allow timely decisions regarding required disclosure and that all such information is recorded, processed, summarized and reported as specified in the SEC's rules and forms.

Changes in Internal Control Over Financial Reporting

The combination of continued acquisition activity, ongoing acquisition integrations and systems implementations undertaken during the quarter and carried over from prior quarters, when considered in the aggregate, represents a material change in our internal control over financial reporting.

During the quarter ended March 26, 2011, we completed acquisitions of North American and international Animal Health, Dental and Technology businesses with approximate aggregate annual revenues of $284.0 million. In addition, post-acquisition related activities continued for the North American Animal Health and Dental businesses acquired during 2010, representing aggregate annual revenues of approximately $979.0 million. These acquisitions, which utilize separate information and financial accounting systems, have been included in our consolidated financial statements. Integration activities were completed during the quarter ended March 26, 2011 for international Dental, Medical and Animal Health businesses with approximate aggregate annual revenues of $751.0 million. Finally, for our Dental business in the United States, post-implementation related activities continued for the new sales compensation system which supports accounting for annual sales commissions of approximately $131.0 million.

All acquisitions, acquisition integrations and systems implementations involved necessary and appropriate change-management controls that are considered in our annual assessment of the design and operating effectiveness of our internal control over financial reporting.

Limitations of the Effectiveness of Internal Control

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the internal control system are met. Because of the inherent limitations of any internal control system, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes and other matters arising out of the ordinary course of our business. In our opinion, pending matters will not have a material adverse effect on our financial condition or results of operations.

We have various insurance policies, including product liability insurance, covering risks in amounts that we consider adequate. In many cases in which we have been sued in connection with products manufactured by others, the manufacturer provides us with indemnification. There can be no assurance that the insurance coverage we maintain is sufficient or will be available in adequate amounts or at a reasonable cost, or that indemnification agreements will provide us with adequate protection.

As of March 26, 2011, we had accrued our best estimate of potential losses relating to product liability and other claims that were probable to result in a liability and for which we were able to reasonably estimate a loss. This accrued amount, as well as related expenses, was not material to our financial position, results of operations or cash flows. Our method for determining estimated losses considers currently available facts, presently enacted laws and regulations and other external factors, including probable recoveries from third parties.

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors disclosed in Part 1, Item 1A, of our Annual Report on Form 10-K for the year ended December 25, 2010.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Purchases of equity securities by the issuer

Our current share repurchase program, announced on June 21, 2004, originally allowed us to repurchase up to $100.0 million of shares of our common stock, which represented approximately 3.5% of the shares outstanding at the commencement of the program. On October 31, 2005, March 28, 2007 and November 16, 2010, our Board of Directors authorized an additional $100.0 million, for a total of $400.0 million, of shares of our common stock to be repurchased under this program. As of March 26, 2011, we had repurchased $327.1 million of common stock (7,049,576 shares) under this initiative, with $72.9 million available for future common stock share repurchases.

The following table summarizes repurchases of our common stock under our stock repurchase program during the fiscal quarter ended March 26, 2011:

Fiscal Month	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Our Publicly Announced Program	Maximum Number of Shares that May Yet Be Purchased Under Our Program (2)
12/26/10 through 01/29/11	120,355	$ 62.32	120,355	1,413,941
01/30/11 through 02/26/11	-	-	-	1,332,470
02/27/11 through 03/26/11	289,400	$ 67.72	289,400	1,080,676
	409,755		409,755	

(1) All repurchases were executed in the open market under our existing publicly announced authorized program.

(2) The maximum number of shares that may yet be purchased under this program is determined at the end of each month based on the closing price of our common stock at that time.

ITEM 6. EXHIBITS

Exhibits.

4.1 Master Note Facility, dated as of August 9, 2010, by and among us, New York Life Investment Management LLC and each New York Life affiliate which becomes party thereto.+*

4.2 Private Shelf Agreement, dated as of August 9, 2010, by and among the Company, Prudential Investment Management, Inc. and each Prudential affiliate which becomes party thereto.+*

10.1 Credit Agreement among us, the several lenders parties thereto, JPMorgan Chase Bank, N.A., as administrative agent and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents, dated as of September 5, 2008.+*

10.2 Amendment dated November 29, 2009 to the Credit Agreement among us, the several lenders parties thereto, JPMorgan Chase Bank, N.A., as administrative agent and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents, dated as of September 5, 2008.+*

10.3 Credit Agreement among Butler Animal Health Supply, LLC, the several lenders parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, dated as of December 31, 2009.+*

10.4 First Amendment dated December 21, 2010 to the Credit Agreement among Butler Animal Health Supply, LLC, the several lenders parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, dated as of December 31, 2009.+*

31.1 Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2 Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

32.1 Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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\+ Filed herewith

* Pursuant to a request for confidential treatment, portions of this Exhibit have been redacted from the publicly filed document and have been furnished separately to the Securities and Exchange Commission as required by Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

SIGNATURE

Pursuant to the requirements 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.

Henry Schein, Inc.
(Registrant)

By: /s/ Steven Paladino

Steven Paladino
Executive Vice President and
Chief Financial Officer
(Authorized Signatory and Principal Financial and Accounting Officer)

Dated: May 3, 2011

Exhibit 4.1

EXECUTION VERSION

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

HENRY SCHEIN, INC.

NEW YORK LIFE INSURANCE COMPANY

_____

$150,000,000 MASTER NOTE FACILITY

_____

Dated August 9, 2010

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HENRY SCHEIN, INC.
135 DURYEA ROAD
MELVILLE, NEW YORK 17747

August 9, 2010

New York Life Investment Management LLC
51 Madison Avenue, 2nd Floor
New York, New York 10010

Ladies and Gentlemen:

Henry Schein, Inc. a Delaware corporation (the "**Company**"), agrees with New York Life Investment Management LLC, a Delaware limited liability company ("**New York Life**") and each New York Life Affiliate (as defined herein) which becomes bound by this Agreement as provided herein (each, a "**Purchaser**" and, collectively, the "**Purchasers**") as follows. Certain capitalized and other terms used in this Agreement are defined in Schedule A; references to a "Schedule" or an "Exhibit" are to a Schedule or an Exhibit attached to this Agreement unless otherwise specified, and references to any time of day are to New York City local time unless otherwise specified.

SECTION 1. AUTHORIZATION OF NOTES.

Section 1.1. Authorization. The Company may, from time to time and in accordance with the terms of this Agreement, authorize the issue of senior promissory notes (the "**Notes**") in an aggregate outstanding principal amount not to exceed $150,000,000 at any time, each to be dated the date of its issue, bearing interest on the unpaid balance from the date of original issuance at the rate per annum as provided by the terms of this Agreement, to mature no more than 15 years after the date of original issuance and to have an average life of no more than 12 years after the date of original issuance. Each Note will also be subject to the other terms of that Note as described in the Confirmation of Acceptance for the Note delivered pursuant to Section 2.6. Each Note will be substantially in the form of attached Exhibit A and the term "**Note**" and "**Notes**" as used in this Agreement includes each Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any Note pursuant to any such provision. Notes that have (a) the same final maturity, (b) the same principal prepayment dates, (c) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (d) the same interest rate, (e) the same interest payment periods, and (f) the same date of issuance (which, in the case of a Note issued in exchange for another Note, is deemed for these purposes the date on which such Note's ultimate predecessor Note was issued), are a "**Series**" of Notes.

SECTION 2. NOTE FACILITY.

Section 2.1. Facility. New York Life is willing to consider from time to time, in its sole discretion and within limits that may be authorized for purchase by New York Life and New York Life Affiliates, the purchase of Notes pursuant to this Agreement. The willingness of New York Life to consider such purchase of Notes is the "**Facility**." **NOTWITHSTANDING THE WILLINGNESS OF NEW YORK LIFE TO CONSIDER PURCHASES OF NOTES BY NEW YORK LIFE OR NEW YORK LIFE AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER NEW YORK LIFE NOR ANY NEW YORK LIFE AFFILIATE WILL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE NOTES, OR, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2, TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF NOTES, AND THE FACILITY IS NOT TO BE CONSTRUED AS A COMMITMENT BY NEW YORK LIFE OR ANY NEW YORK LIFE AFFILIATE.**

Section 2.2. Issuance Period. Notes may be issued and sold pursuant to this Agreement until the earlier of:

(a) the third anniversary of the date of this Agreement (or if such anniversary is not a Business Day, the Business Day next preceding that anniversary);

(b) the thirtieth day after New York Life gives to the Company, or the Company gives to New York Life, written notice stating that it elects to terminate the issuance and sale of Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day);

(c) the Closing Date after which there is no Available Facility Amount;

(d) the termination of the Facility under Section 12.1 of this Agreement; and

(e) the acceleration of any Note under Section 12.1 of this Agreement.

The period during which Notes may be issued and sold pursuant to this Agreement is the "**Issuance Period**."

Section 2.3. Periodic Spread Information. On any Business Day during the Issuance Period and when an Available Facility Amount exists, the Company may request by e-mail or telephone to New York Life, and New York Life will, to the extent reasonably practicable, provide to the Company on that Business Day (if such request is received not later than 9:30 A.M.) or on the following Business Day (if such request is received after 9:30 A.M.) information by e-mail or telephone with respect to various spreads at which New York Life Affiliates might be interested in purchasing Notes of different average lives. The Company, however, will not make such a request more frequently than once in every Business Day or such other period as mutually agreed to by the Company and New York Life. The amount and content of information to be provided is in the sole discretion of New York Life, but it is the intent of New York Life to provide information that will be of use to the Company in determining whether to submit a Request for Purchase under Section 2.4. The delivery of the information requested is not an offer to purchase Notes, and neither New York Life nor any New York Life Affiliate is obligated to purchase Notes at the spreads specified. New York Life may suspend or terminate providing information pursuant to this Section 2.3 for any reason in its sole discretion, including its determination that the credit quality of the Company has declined since the date of this Agreement.

Section 2.4. Request for Purchase. The Company may, from time to time during the Issuance Period, make requests for purchases of Notes (each request is called a "**Request for Purchase**"). Each Request for Purchase will be made to New York Life by e-mail or overnight delivery service, and must:

(a) specify the aggregate principal amount of Notes covered by the Request for Purchase, in an amount not less than $20,000,000 and not greater than the Available Facility Amount at the time the Request for Purchase is made;

(b) specify the principal amounts, final maturities (which are no more than 15 years from the date of issuance), average life (which is no more than 12 years from the date of issuance) and principal prepayment dates (if any) of the Notes covered by the Request for Purchase;

(c) specify whether interest payments on such Notes are to be made quarterly or semi-annually in arrears;

(d) specify the use or uses of proceeds of such Notes;

(e) specify the proposed Closing Date for such Notes, which will be a Business Day during the Issuance Period not less than 10 days and not more than 20 days (or as otherwise agreed) after the making of that Request for Purchase;

(f) attach replacement Schedules 5.11 and 5.14 of this Agreement (the "Updated Schedules"), to the extent the Company proposes a change to the then existing corresponding Schedules, marked to show changes from such Schedules,

(g) certify that after giving effect to the replacement of Schedules 5.11 and 5.14 with the Updated Schedules, the representation and warranties contained in Section 5 are true in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Default or Event of Default; and

(h) be substantially in the form of the attached Exhibit B.

Each Request for Purchase must be in writing and will be deemed made when received by New York Life.

Section 2.5. Spread Quotes. Not later than five Business Days after New York Life receives a Request for Purchase pursuant to Section 2.4, New York Life may, but is under no obligation to, provide to the Company by telephone or e-mail, in each case between 9:30 A.M. and 1:30 P.M. (or such later time as New York Life may elect) quotes for interest rate spreads for the several principal amounts, maturities, principal prepayment schedules, and interest payment periods (whether quarterly or semi-annually) of Notes specified in that Request for Purchase. Spreads quoted for Notes shall be spreads over U.S. Treasury securities closest to the maturities specified in the Request for Purchase or an interpolated maturity. Each quote will represent the interest rate spread per annum at which a New York Life Affiliate would be willing to purchase such Notes at 100% of the principal amount thereof.

Section 2.6. Acceptance. By 11 a.m. on next Business Day after New York Life provides interest rate spread quotes pursuant to Section 2.5 or such shorter period as New York Life may specify to the Company (such period, the "**Acceptance Window**"), the Company may, subject to Section 2.7, elect to accept those quotes as to not less than $20,000,000 aggregate principal amount of the Notes specified in the related Request for Purchase. Each election must be made by a Responsible Officer of the Company, notifying New York Life by telephone or e-mail within the Acceptance Window that the Company elects to accept a spread quote, specifying the Notes (each such Note being an "**Accepted Note**") as to which such acceptance (the "**Acceptance**") relates. By the close of business on the day of such Acceptance or as mutually agreed between such parties, the Company and New York Life shall agree (and shall each be required to agree based on customary interest rate determination practices) on the interest rate for the Accepted Notes based on such spread quote. The day an interest rate is agreed with respect to Accepted Notes is the "**Acceptance Day**" for such Accepted Notes. Any quotes as to which New York Life does not receive an Acceptance within the Acceptance Window or which do not result in an agreement as to an interest rate will expire, and no purchase or sale of Notes will be made based on those expired quotes. Subject to Section 2.7 and the other terms and conditions of this Agreement with respect to the applicable Closing Date, the Company will sell to New York Life or a New York Life Affiliate, and New York Life or a New York Life Affiliate will purchase the Accepted Notes at 100% of the principal amount of those Accepted Notes. Within three Business Days following the Acceptance Day, New York Life will deliver to the Company a duly completed and executed confirmation of the Acceptance substantially in the form of Exhibit C (the "**Confirmation of Acceptance**"). If the Company does not execute and deliver such Confirmation of Acceptance within four Business Days following the Acceptance Day, New York Life or any New York Life Affiliate may, at its election, cancel the purchase and sale with respect to those Accepted Notes by notifying the Company in writing.

Section 2.7. Market Disruption. Notwithstanding any other provision of this Agreement, if New York Life provides quotes pursuant to Section 2.5, and a Market Disruption occurs prior to agreement of the interest rate for Accepted Notes in accordance with Section 2.6, then such quotes will expire, and no purchase or sale of Notes will be made (or be required to be made) based on those expired quotes. If after the occurrence of any such Market Disruption the Company notifies New York Life of the Acceptance of such quotes, such Acceptance will be ineffective for all purposes of this Agreement, and New York Life will promptly notify the Company that the provisions of this Section 2.7 are applicable with respect to such Acceptance. "**Market Disruption**" means the occurrence of any of the following: (a) the domestic market for U.S. Treasury securities has closed, or (b) a general suspension, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities.

Section 2.8 Refund of Facility Fee. If New York Life elects to terminate the Issuance Period pursuant to Section 2.2(b) of this Agreement on or before February 9, 2011, New York Life shall promptly refund to the Company an amount equal to the Refund Percentage (calculated as of the date such termination is effective) of the Facility Fee in cash to the following account of the Company: BNY Mellon Bank, Pittsburgh, PA 15262, ABA No.: 043000261, Account Name: Henry Schein Inc., Account Number: 078-5506, Reference: Private Placement or such other account as the Company shall designate in writing to New York Life.

SECTION 3. CLOSINGS.

Section 3.1. Facility Closings. Not later than 11:30 A.M. on the Closing Date for any Accepted Notes, the Company will deliver to each Purchaser the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request in writing. The Accepted Notes will be dated the Closing Date and registered in the Purchaser's name (or in the name of its designated nominee or nominees, if any), delivered against payment of the purchase price thereof by transfer of immediately available funds. If the Company fails to tender an Accepted Note prior to 11:30 A.M. on the scheduled Closing Date for those Accepted Notes or on such other Business Day thereafter during the Issuance Period as may be agreed upon by the Company and New York Life or any of the conditions specified in Section 4 are not fulfilled by such time, New York Life and each Purchaser may cancel such purchase and sale, without waiving any rights that New York Life or such Purchaser may have by reason of such failure or non-fulfillment, including any right pursuant to Section 15.1 to require payment of reasonable, documented and invoiced transaction expenses by the Company.

Section 3.2. Facility Fee. On the date of this Agreement, the Company will pay to New York Life in immediately available funds a fee (the "**Facility Fee**") in an amount equal to $75,000.

Section 3.3. Updates to Schedules. Upon the issuance of any Series of Notes, any Updated Schedules attached to the Request for Purchase for such Series of Notes shall be deemed to replace automatically the then existing corresponding Schedules to this Agreement in their entirety.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at any Closing is subject to the fulfillment to such Purchaser's reasonable satisfaction, prior to or at such Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Company in this Agreement, after giving effect to the replacement of Schedules 5.11 and 5.14, if any, with the Updated Schedules attached to the Request for Purchase for such Notes, shall be correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) when made and at the time of such Closing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct (in all material respects as applicable) as of such earlier date.

Section 4.2. Performance; No Default. The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at such Closing and, after giving effect to the issue and sale of the Notes to be purchased (and the application of the proceeds thereof as contemplated by the related Request for Purchase), no Default or Event of Default shall have occurred and be continuing.

Section 4.3. Compliance Certificates.

(a) *Officer's Certificate*. The Company shall have delivered to such Purchaser an Officer's Certificate, dated the Closing Date, certifying that the conditions specified in Sections 4.1, 4.2 and 4.8 have been fulfilled.

(b) *Secretary's Certificate*. The Company shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the Closing Date, certifying as to the resolutions attached thereto, incumbency of applicable officers and other corporate proceedings relating to the authorization, execution and delivery of related Notes.

Section 4.4. Opinions of Counsel. Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the Closing Date (a) from Proskauer Rose LLP (or successor counsel), special counsel for the Company, covering the matters set forth in Exhibit D and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from King & Spalding LLP (or successor counsel), the Purchasers' special counsel in connection with such transactions, in a form acceptable to the Purchasers and covering such other matters incident to such transactions as such Purchaser may reasonably request.

Section 4.5. Purchase Permitted By Applicable Law, Etc. On the Closing Date such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, and (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System).

Section 4.6. Payment of Fees. Without limiting the provisions of Section 15.1, the Company shall have paid on or before the Closing all reasonable, documented and invoiced fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing Date.

Section 4.7. Private Placement Number. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for the Notes to be purchased.

Section 4.8. Changes in Corporate Structure. The Company shall not have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, except to the extent permitted under Section 10.4, at any time following the date of the most recent financial statements referred to in Section 5.1.

Section 4.9. Funding Instructions. At least two Business Days prior to the Closing Date, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Notes is to be deposited.

Section 4.10. Other Conditions. Any special conditions to such purchase which may be specified by New York Life and agreed to by the Company at or prior to the time of the Confirmation of Acceptance, such as repayment of existing Indebtedness, shall have been fulfilled.

Section 4.11. Financial Statements. Such Purchaser shall have received financial statements of the type described in Section 7.1(a) and (b) for all periods ending after December 26, 2009 and prior to the 90th day preceding the Closing Date.

Section 4.12. Proceedings. All corporate or similar authorizations by the Company and each Guarantor required for the issuance, purchase and sale of the Notes by the Company and for the execution, delivery and performance of all documents and instruments required to consummate such transactions shall be reasonably satisfactory to such Purchaser and its special counsel.

Section 4.13. Closing Documents. Such Purchaser shall have received the following, each dated the Closing Date and in form and substance reasonably satisfactory to such Purchaser:

(a) The Note(s) to be purchased by such Purchaser, duly executed by an Responsible Officer of the Company.

(b) A good standing certificate for the Company from the Secretary of State of Delaware, and from each Guarantor from the Secretary of State of the state of its organization, in each case dated of a recent date and such other evidence of the status of the Company as the Purchaser may reasonably request.

(c) Duly executed counterparts to a Guaranty Agreement in the form of Exhibit E from each Restricted Subsidiary of the Company that is either (x) a guarantor of the obligations of the Company or any Restricted Subsidiary under a Principal Debt Facility, (y) a borrower or other obligor under a Principal Debt Facility or (z) a guarantor of other Notes.

(d) Such documents and certifications as the Purchasers may reasonably require at least 3 Business Days prior to the Closing Date to evidence that the Company and each Guarantor is duly organized or formed.

(e) To the extent requested by the Purchasers at least 3 Business Days prior to the Closing Date, certified copies of Requests for Information or Copies (Form UCC 11) or equivalent reports listing all effective financing statements which name the Company or any Guarantor (under their present names and previous names) as debtor and which are filed in the central filing office of the jurisdiction in which the Company or such Guarantor, as applicable, is organized, together with copies of such financing statements.

(f) With respect to the initial Closing Date, duly executed counterparts to an amendment to Section 8.8 of the Existing Credit Facility as in effect on the date hereof (or any equivalent provision in any replacement Principal Debt Facility), permitting the provisions of Section 10.2 hereof, in form and substance reasonably acceptable to the Purchasers.

(g) All such counterpart originals or certified or other copies of such documents as such Purchaser or such Purchaser's special counsel may reasonably request at least 3 Business Days in advance of the Closing Date.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1. Financial Condition.

(a) The consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at December 27, 2008 and December 26, 2009, respectively, and the related consolidated and consolidating statements of operations and of cash flows for the fiscal years ended on such dates, reported on by BDO Seidman, LLP, copies of which have heretofore been furnished to each Purchaser, present fairly, in all material respects, the consolidated and consolidating financial condition of the Company and its consolidated Subsidiaries as at such dates, and the consolidated and consolidating results of their operations and of their cash flows for the fiscal years then ended. All such financial statements, including the related schedules and notes thereto, were, as of the date prepared, prepared in accordance with GAAP applied consistently throughout the periods involved (except as otherwise expressly noted therein, and show all material Indebtedness and other liabilities, direct or contingent, of the Company and each of its Subsidiaries as of the dates thereof, including liabilities for taxes, material commitments and Indebtedness. Neither the Company nor any of its consolidated Subsidiaries had, at the date of the most recent balance sheets referred to above, any material Guarantee Obligation, material contingent liability or material liability for taxes, or any material long-term lease or material forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

(b) As of the date hereof, there are no liabilities or obligations of the Company or any of its Subsidiaries, whether direct or indirect, absolute or contingent, or matured or unmatured, other than (i) as disclosed or provided for in the financial statements and notes thereto which are referred to above, (ii) which are disclosed elsewhere in this Agreement or in the Schedules hereto, (iii) arising in the ordinary course of business since December 26, 2009, (iv) created by this Agreement or (v) liabilities or obligations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. As of the date hereof, the written information, exhibits and reports furnished by the Company to the Purchasers in connection with the negotiation of this Agreement, taken as a whole, are complete and correct in all material respects.

Section 5.2. No Material Adverse Change. Since December 26, 2009, there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

Section 5.3. Organization; Powers. Each of the Company, its Restricted Subsidiaries and with respect to clause (d) only, all Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite corporate or other applicable power and authority, and the legal right (in all material respects), to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) where legally applicable, is duly qualified as a foreign corporation or other applicable entity and in good standing (or equivalent status) under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law (provided that no representation or warranty is made in this subsection 5.3(d) with respect to Requirements of Law referred to in subsections 5.8, 5.10, 5.14 or 5.15), except to the extent that the failure of the foregoing clauses (a) (only with respect to Subsidiaries of the Company which are not Guarantors), (c) and (d) to be true and correct could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.4. Authorization; Enforceability. Each of the Company and its Restricted Subsidiaries has the requisite corporate or other applicable power and authority, and the legal right in all material respects, to make, deliver and perform the Note Documents to which it is a party, if any, and in the case of the Company, to issue the Notes hereunder and has taken all necessary corporate action to authorize (in the case of the Company) the issuance of the Notes on the terms and conditions of this Agreement and any Notes and to authorize the execution, delivery and performance of the Note Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required with respect to the Company or any of its Restricted Subsidiaries in connection with the issuance of the Notes hereunder or with the execution, delivery, performance, validity or enforceability of the Note Documents to which the Company or any Guarantor (if any) is a party except for such consents, authorizations, filings, notices or other acts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. This Agreement and each other Note Document to which the Company or any Guarantor (if any) is, or is to become, a party has been or will be, duly executed and delivered on behalf of the Company or such Guarantor (if any). This Agreement and each other Note Document to which the Company or any Guarantor (if any) is, or is to become, a party constitutes or, upon execution and delivery thereof, will constitute, a legal, valid and binding obligation of the Company or such Guarantor (if any), as the case may be, enforceable against the Company or such Guarantor (if any), as the case may be, in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

Section 5.5. No Conflicts. The execution, delivery and performance of the Note Documents, the issuance of the Notes, the guarantees of the Notes and the use of proceeds thereof (i) will not violate any Requirement of Law or Contractual Obligation of the Company or of any of its Subsidiaries, except for such violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (ii) will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.6. No Material Litigation. No litigation, investigations or proceedings of or before any arbitrator or Governmental Authority are pending or, to the knowledge of the Company, threatened in writing by or against the Company or any of its Restricted Subsidiaries or against any of its or their respective properties (a) with respect to any of the Note Documents or any of the transactions contemplated hereby or thereby, or (b) that, if adversely determined, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.7. Compliance with Laws. Each of the Company and its Restricted Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.8. Taxes. Each of the Company and its Subsidiaries has timely filed or caused to be filed all Federal, state and other material Tax returns and reports required to have been filed and has paid or caused to be paid all such Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.9. Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the sale of the Notes as set forth in the Request for Purchase of such Notes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of such Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of such Board (12 CFR 220). Margin stock does not constitute more than 5.0% of the value of the consolidated assets of the Company and its Restricted Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5.0% of the value of such assets. As used in this Section, the terms **"margin stock"** and **"purpose of buying or carrying"** shall have the meanings assigned to them in Regulation U.

Section 5.10. Environmental Matters.

(a) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability or has actual knowledge of a potential claim that is reasonably likely to result in Environmental Liability to the Company or any of its Restricted Subsidiaries or (iii) has received written notice of any claim with respect to any Environmental Liability.

(b) Since the date of this Agreement, with respect to any Environmental Liability, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.11. Disclosure. The statements and information contained herein and in any of the information provided to the Purchasers in writing (other than financial projections) in connection with or pursuant to this Agreement, taken as a whole, do not contain any untrue statement of any material fact, or omit to state a fact necessary in order to make such statements or information not misleading in any material respect, in each case in light of the circumstances under which such statements were made or information provided as of the date so provided.

Section 5.12. Ownership of Property: Liens. Each of the Company and its Restricted Subsidiaries has good and sufficient title in fee simple to, or valid leasehold interests in, all real property necessary or occupied in the ordinary conduct of its business, except for such defects in title which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.13. Compliance with ERISA.

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 401(a)(29) or 412 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually, or in the aggregate, Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by an amount that could reasonably be expected to have a Material Adverse Effect. The term **"benefit liabilities"** has the meaning specified in section 4001 of ERISA and the terms **"current value"** and **"present value"** have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Restricted Subsidiaries is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.13(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

Section 5.14. Subsidiaries. The Company has no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.14 (other than those which are "shell" or "inactive" Subsidiaries, as such terms are defined in subsection 10.4(d)) and has no equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.14. As of the date of this Agreement, all Subsidiaries of the Company are Restricted Subsidiaries other than those Unrestricted Subsidiaries listed in Part (c) of Schedule 5.14.

Section 5.15. Investment and Holding Company Status. Neither the Company nor any of its Restricted Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

Section 5.16. Guarantors. As of the Agreement Effective Date and after giving effect to the transactions contemplated hereby, no Restricted Subsidiary has issued or is subject to any Guarantee Obligation in respect of any Principal Debt Facility.

Section 5.17. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

Section 5.18. Foreign Assets Control Regulations, Etc.

(a) Neither the sale of the Notes by the Company hereunder nor its use of the proceeds thereof will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

(b) Neither the Company nor any Subsidiary (i) is a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (ii) knowingly engages in any dealings or transactions with any such Person. The Company and its Subsidiaries are in compliance, in all material respects, with the USA Patriot Act.

(c) No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to the Company.

Section 5.19. Status under Certain Statutes. Neither the Company nor any Restricted Subsidiary is subject to regulation under the Public Utility Holding Company Act of 2005, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

SECTION 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1. Purchase for Investment. Each Purchaser severally represents that it is purchasing the Notes for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of such Purchaser's or their property shall at all times be within such Purchaser's or such pension or trust funds' control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes.

Section 6.2. Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "**Source**") to be used by such Purchaser to pay the entire purchase price of the Notes to be purchased by such Purchaser hereunder:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption (**"PTE"**) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the **"NAIC Annual Statement"**)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser's state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part V of PTE 84-14 (the **"QPAM Exemption"**)) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part V of the QPAM Exemption), no employee benefit plan's assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of "control" in Section V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Section IV of PTE 96-23 (the **"INHAM Exemption"**)) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Section IV(d) of the INHAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms **"employee benefit plan," "governmental plan,"** and **"separate account"** shall have the respective meanings assigned to such terms in section 3 of ERISA.

Section 6.3. Accredited Investor. Each Purchaser severally represents that it is a "qualified institutional buyer" (as such term is defined under Rule 144A promulgated under the Securities Act, or any successor law, rule or regulation) or an "accredited investor" (as such term is defined under Regulation D promulgated under the Securities Act, or any successor law, rule or regulation).

SECTION 7. INFORMATION AS TO COMPANY.

The Company covenants that so long as any of the Notes are outstanding it shall:

Section 7.1. Financial Statements. Furnish to each holder of the Notes (the delivery of which shall be deemed made on the date on which such information has been posted on the Company's website on the Internet at http://www.henryschein.com or is available on the website of the U.S. Securities and Exchange Commission at http://www.sec.gov (to the extent such information has been posted or is available)):

(a) as soon as available, but in any event within 90 days (or, to the extent the Company is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K) after the end of each fiscal year of the Company, a copy of the audited consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of such year and the related consolidated and consolidating statements of operations and stockholders' equity and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a qualification arising out of the scope of the audit, by BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Holders, including an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to each holder of the Notes;

(b) as soon as available, but in any event not later than 45 days (or, to the extent the Company is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q) after the end of each of the first three quarterly periods of each fiscal year of the Company, the unaudited consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries, as at the end of each such quarter and the related unaudited consolidated and consolidating statements of operations and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period or periods in the previous year, all certified by a Responsible Officer of the Company as being fairly stated in all material respects (subject to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto); and

(c) to the extent that any Subsidiary of the Company is an Unrestricted Subsidiary, together with the financial statements delivered pursuant to clauses (a) and (b) above (or within 15 days of the delivery thereof), the unaudited consolidated and consolidating balance sheets of the Company and its Restricted Subsidiaries, as at the end of each such quarter or such year and the related unaudited consolidated and consolidating statements of operations and of cash flows for such quarter or such year and, if applicable, the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period or periods in the previous year, all certified by a Responsible Officer of the Company as being fairly stated in all material respects (subject to normal recurring, year-end audit adjustments and the absence of GAAP notes thereto).

All such financial statements shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (subject, in the case of the aforesaid quarterly financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

Section 7.2. Certificates; Other Information. Furnish to each holder of Notes:

(a) simultaneously with the delivery of the financial statements referred to in subsections 7.1(a) and (b), a certificate of the chief financial officer or treasurer of the Company, certifying that to the best of his knowledge (i) no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, with computations demonstrating compliance (or non-compliance, as the case may be) with the covenants contained in subsection 10.1, (ii) the Unrestricted Subsidiary EBITDA and Unrestricted Subsidiary Total Assets, if any, (iii) whether any Restricted Subsidiary that is not a Guarantor has executed any Guaranty with respect to any Principal Debt Facility during the relevant period and (iv) such financial statements have been prepared in accordance with GAAP (subject in the case of subsection 7.1(b) to normal, recurring, year-end adjustments and except for the absence of GAAP notes thereto);

(b) promptly, such additional financial and other information available to the Company as any holder of Notes may from time to time reasonably request; and

(c) promptly after the same are available (which shall be deemed available on the date on which such information has been posted on the Company's website on the Internet at http://www.henryschein.com or is available on the website of the U.S. Securities and Exchange Commission at http://www.sec.gov (to the extent such information has been posted or is available)), and in any event within five (5) Business Days after the sending or filing thereof, copies of all proxy statements, financial statements and reports which the Company or any of its Restricted Subsidiaries sends to its stockholders, and copies of all regular, periodic and special reports and all registration statements which the Company or any such Restricted Subsidiary files with the Securities and Exchange Commission or any governmental authority which may be substituted therefor, or with any national securities exchange or state securities administration.

Section 8. Payment and Prepayment of the Notes.

Section 8.1. Required Prepayments; Maturity. Each Series of Notes will be subject to required prepayment, if any, as and to the extent set forth in the Notes of such Series.

Section 8.2. Optional Prepayments.

(a) Each Series of Notes will be subject to prepayment, in whole at any time or from time to time in part, at the option of the Company, in a minimum amount of $1,000,000 and integral multiples of $100,000 in excess thereof or, if less, the aggregate principal amount outstanding in respect of the Notes of the Series, at 100% of the principal amount so prepaid plus interest thereon to the prepayment date and the Make-Whole Amount with respect to each Note. Any partial prepayment of a Series of the Notes pursuant to this Section 8.2(a) will be applied in satisfaction of required payments of principal in inverse order of their scheduled due dates.

(b) The Company will give the holder of each Note of a Series to be prepaid pursuant to this Section 8.2 irrevocable written notice of the prepayment not less than 10 Business Days prior to the prepayment date, specifying the prepayment date, the aggregate principal amount of the Notes of the Series to be prepaid on that date, the principal amount of the Notes of the Series held by the holder to be prepaid on that date and that prepayment is to be made pursuant to this Section 8.2. If proper notice has been given, the principal amount of the Notes specified in that notice, together with interest thereon to the prepayment date and the Make-Whole Amount, if any, will be due and payable on that prepayment date.

Section 8.3. Allocation of Partial Prepayments. In the case of each prepayment of less than the entire unpaid principal amount of all outstanding Notes of a Series pursuant to Section 8.1 or Section 8.2, the amount to be prepaid will be applied pro rata to all outstanding Notes of that Series according to the respective unpaid principal amounts thereof.

Section 8.4. Maturity; Surrender, Etc. In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company by the applicable holder thereof promptly upon request and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

Section 8.5. Purchase of Notes. The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

Section 8.6. Offer to Prepay Notes in the Event of a Change in Control.

(a) Notice of Change in Control or Control Event. The Company will promptly upon any Responsible Officer obtaining actual knowledge of the occurrence of any Change in Control or Control Event, give written notice of such Change in Control or Control Event to each holder of Notes unless notice shall have been given pursuant to clause (b) of this Section 8.6. If a Change in Control has occurred, such notice shall contain and constitute an offer to prepay the Notes as described in clause (c) of this Section 8.6 and shall be accompanied by the certificate described in clause (f) hereof.

(b) Condition to Company Action. The Company will not take any action that consummates or finalizes a Change in Control unless at least 10 Business Days prior to such action it shall have given to each holder of Notes written notice of such impending Change in Control.

(c) Offer to Prepay Notes. The offer to prepay Notes contemplated by the foregoing clause (a) shall be an offer to prepay, in accordance with and subject to this Section 8.6, all, but not less than all, the Notes held by each holder (in this case only, "holder" in respect of any Note registered in the name of a nominee for a disclosed beneficial owner shall mean such beneficial owner) on a date specified in such offer (the "**Proposed Prepayment Date**"). Such Proposed Prepayment Date shall be not less than 10 days and not more than 30 days after the date of such offer (if the Proposed Prepayment Date shall not be specified in such offer, the Proposed Prepayment Date shall be the 5th day after the date of such offer); provided however that the Proposed Prepayment Date shall not be later than the date of consummation of such Change in Control. Such offer to prepay shall be conditioned upon the consummation of the proposed Change in Control and if such Change of Control shall not occur, such offer to prepay shall be void and no rights or obligations shall exist with respect thereto (the "**Consummation Condition**").

(d) Acceptance; Rejection. The Company shall, on or before the Business Day prior to the Proposed Prepayment Date, give renotification and confirmation thereof (by telephone or email) to each holder, which shall have designated a recipient of such notices in the applicable Confirmation of Acceptance or by notice in writing to the Company. A holder of Notes may, subject to the Consummation Condition, accept the offer to prepay made pursuant to this Section 8.6 by causing a notice of such acceptance to be delivered to the Company on or before the fifth day prior to the Proposed Prepayment Date. A failure by a holder of Notes to respond to an offer to prepay made pursuant to this Section 8.6 on or before such date shall be deemed to constitute a rejection of such offer by such holder.

(e) Prepayment. Prepayment of the Notes to be prepaid pursuant to this Section 8.6 shall be at 100% of the principal amount of such Notes, together with interest accrued to the date of prepayment. The prepayment shall be made on the Proposed Prepayment Date, subject to the Consummation Condition.

(f) Officer's Certificate. Each offer to prepay the Notes pursuant to this Section 8.6 shall be accompanied by a certificate, executed by a Responsible Officer of the Company and dated the date of such offer, specifying: (i) the Proposed Prepayment Date; (ii) that such offer is made pursuant to this Section 8.6; (iii) the principal amount of each Note offered to be prepaid; (iv) the interest that would be due on each Note offered to be prepaid, accrued to the Proposed Prepayment Date; (v) that the conditions of this Section 8.6 have been fulfilled; and (vi) in reasonable detail, the nature and date of the Change in Control.

8.7. Prepayment in Connection with a Disposition.

(a) If the Company elects to make an offer to prepay the Notes in connection with any Disposition pursuant to Section 10.5, the Company shall give written notice of such offer to prepayment (a "**Disposition Prepayment Notice**") to each holder of a Note, which Disposition Prepayment Notice shall (i) describe the facts and circumstances of such Disposition in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders of Notes hereunder, and (iii) identify a date, which shall be no more than 60 days and not less than 30 days after the date of the Disposition Prepayment Notice, on which the Company shall prepay the Pro Rata Portion of the unpaid principal amount of the Notes issued by the Company and held by such holder, together with interest thereon to the prepayment date and Make-Whole Amount, if any (showing in such Disposition Prepayment Notice the amount of the prepayment, the interest and an estimate of the Make-Whole Amount which would be paid on such prepayment date (calculated as if the date of such Disposition Prepayment Notice was the date of prepayment)). Unless any holder of a Note has rejected such offer to prepay its Note in connection with such Disposition in writing by notice to the Company within 10 days after receipt of the Disposition Prepayment Notice, such holder shall be deemed to have accepted such offer to prepay the principal amount of its Note.

(b) On the prepayment date specified in the Disposition Prepayment Notice, the appropriate portion of unpaid principal amount of the Notes held by each holder of a Note (other than those holders who have rejected the offer to prepay pursuant to clause (a)), together with the accrued and unpaid interest thereon to the prepayment date and the Make-Whole Amount, if any, shall become due and payable.

Section 8.8. Make-Whole Amount.

"Make-Whole Amount" means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"Called Principal" means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2(a) or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

"Discounted Value" means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"Reinvestment Yield" means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by (i) the yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date.

In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding paragraph, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

"Remaining Average Life" means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2 or Section 12.1.

"Settlement Date" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

SECTION 9. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

Section 9.1. Conduct of Business and Maintenance of Existence. The Company will, and will cause each of its Restricted Subsidiaries to (a) preserve, and keep in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization, except as otherwise permitted hereunder or where failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and (b) take all reasonable action to maintain all rights, privileges and franchises necessary in the operation or its business, except to the extent that failure to maintain such rights, privileges and franchises, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.2. Payment of Obligations. The Company will, and will cause each of its Restricted Subsidiaries to, pay and discharge (a) all taxes upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Company or such Restricted Subsidiary, and (b) all lawful claims which, if unpaid, would by law (without satisfaction of any other conditions, such as notice) become a Lien upon its property (other than Liens permitted by subsection 10.2), in each case where a failure to pay and discharge such taxes and claims could reasonably be expected to have a Material Adverse Effect.

Section 9.3. Maintenance of Properties. The Company will, and will cause each of its Restricted Subsidiaries to maintain and keep all of its material properties necessary in the operation of its business in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.4. Maintenance of Insurance. The Company will, and will cause each of its Restricted Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as is customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

Section 9.5. Books and Records. The Company will, and will cause each of its Restricted Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Company or any of its Restricted Subsidiaries, except where the failure to so comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.6. Inspection Rights Subject to Section 20, the Company will, and will cause each of its Restricted Subsidiaries to, permit representatives of each holder of Notes:

(a) *No Default* -- if no Default or Event of Default then exists, at the expense of such holder and upon reasonable advance notice to a Responsible Officer of the Company or such Guarantor (if any), as the case may be, to visit the principal executive office of the Company, to examine its corporate, financial and operating records, and to discuss its affairs, finances and accounts with its officers and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, all at such reasonable times during normal business hours as may be reasonably desired; provided, however, that (x) the holders of Notes shall use reasonable efforts to coordinate with each other in order to minimize the number of such inspections and discussions; and (y) with respect to access for environmental inspections, the holders of Notes shall only have the right to inspect once every twelve months unless a holder of Notes has reason to believe that a condition exists or an event has occurred which reasonably could give rise to liability under the Environmental Laws; and

(b) *Default* -- if a Default or Event of Default then exists, at the expense of the Company and without advance notice, to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts thereform, and to discuss its affairs, finances and accounts with its officers and (with the consent of the Company, which consent will not be unreasonably withheld) independent public accountants, at any time during normal business hours.

Section 9.7. Compliance with Laws. The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority to which each of them is subject, including all Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 9.8. Use of Proceeds. The Company will, and will cause each of its Restricted Subsidiaries to, use the proceeds of the Notes for general corporate purposes of the Company and its Restricted Subsidiaries, including for acquisitions and refinancing of Indebtedness. No part of the proceeds of any Notes will be used, whether directly or indirectly, for any purpose that entails violation of any of the Regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X.

Section 9.9. Notices. The Company will promptly give notice to each holder of Notes upon obtaining actual knowledge of:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Affiliate thereof that could reasonably be expected to have a Material Adverse Effect;

(c) the following events, as soon as possible and in any event within 30 days after the Company obtains actual knowledge thereof: (i) the occurrence or reasonably expected occurrence of any ERISA Event with respect to any Plan, (ii) a failure to make any required contribution to a Plan within the period required by applicable law, (iii) the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iv) the institution of proceedings or the taking of any other similar action by the PBGC or the Company or any ERISA Affiliate or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan, other than the termination of any Single Employer Plan that is not a distress termination pursuant to Section 4041(c) of ERISA where, with respect to any event listed above, the amount of liability the Company or any ERISA Affiliate could reasonably be expected to have a Material Adverse Effect; and

(d) any other development known to Company that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence or development referred to therein and stating what action the Company proposes to take with respect thereto.

Section 9.10. Guarantors. Simultaneously with any Restricted Subsidiary becoming, but only for so long as such Restricted Subsidiary shall be, (x) a guarantor of the obligations of the Company or any Restricted Subsidiary under a Principal Debt Facility or (y) a borrower or other obligor under a Principal Debt Facility, the Company will cause such Person to enter into a Guaranty Agreement in the form of Exhibit E (or such other agreement in form and substance reasonably acceptable to the Required Holders), and thereupon such Person shall become a Guarantor hereunder for all purposes.

Section 9.11. Pari Passu Status. The Company will cause all Indebtedness owing under the Notes and under this Agreement to rank at all times at least *pari passu* with all other present and future unsecured Indebtedness of the Company.

Section 9.12 Covenant to Secure Notes Equally. If the Company or any Restricted Subsidiary shall create or assume any Lien upon any of its property or assets, whether now owned or hereafter acquired, other than Liens permitted by the provisions of Section 10.2 (unless prior written consent to the creation or assumption thereof shall have been obtained pursuant to Section 17), the Company will, and will cause each of its Restricted Subsidiaries to, make or cause to be made effective provisions whereby the Notes will be secured by such Lien equally and ratably with any and all other Indebtedness thereby secured so long as any such other Indebtedness shall be so secured; provided that the creation and maintenance of such equal and ratable Lien shall not in any way limit or modify the right of the holders of the Notes to enforce the provisions of Section 10.2.

Section 9.13 Designation of Subsidiaries.

(a) Right of Designation. Subject to the satisfaction of the requirements of clauses (b) and (c) of this Section 9.13, the Company shall have the right to designate each of its Subsidiaries acquired or formed after the date hereof as an Unrestricted Subsidiary or a Restricted Subsidiary by delivering to each holder of Notes a writing, signed by the Chief Financial Officer, certifying that the Company shall have so designated such Subsidiary prior to or within 30 days of such acquisition or formation. Any such Subsidiary so designated within such 30 day period shall be deemed to have been an Unrestricted Subsidiary or Restricted Subsidiary, as applicable, as of the date of such acquisition or formation and any such Subsidiary not so designated within such 30 day period shall be deemed, on and after the date of acquisition or formation thereof and without any further action by the Company or any holder of Notes, to have been designated by the Company as a Restricted Subsidiary. Each Subsidiary existing as on the date hereof designated as a Restricted Subsidiary in Schedule 5.14 shall be a Restricted Subsidiary on and after the date hereof and all other existing Subsidiaries, if any, listed as a Unrestricted Subsidiary in such Schedule 5.14 shall, subject to Section 9.13(b) hereof, be Unrestricted Subsidiaries on and after the date hereof.

(b) Restricted Subsidiary Coverage. As of the date of such designation or redesignation, (x) Unrestricted Subsidiary EBITDA must not represent more than 15% of Consolidated EBITDA (calculated as if all Subsidiaries are Restricted Subsidiaries) and (y) Unrestricted Subsidiary Total Assets must not represent more than 15% of Consolidated Total Assets (calculated as if all Subsidiaries are Restricted Subsidiaries).

(c) Right of Redesignation. The Company may, at any time, redesignate any Unrestricted Subsidiary as a Restricted Subsidiary, or any Restricted Subsidiary as an Unrestricted Subsidiary, *provided*, *however*, that:

(i) if such Subsidiary initially is designated a Restricted Subsidiary, then such Restricted Subsidiary may be subsequently redesignated as an Unrestricted Subsidiary once and such Unrestricted Subsidiary may be subsequently redesignated as a Restricted Subsidiary once, but no further changes in designation may be made;

(ii) if such Subsidiary initially is designated an Unrestricted Subsidiary, then such Unrestricted Subsidiary may be subsequently redesignated as a Restricted Subsidiary once and such Restricted Subsidiary may be subsequently redesignated as an Unrestricted Subsidiary once, but no further changes in designation may be made;

(iii) such Restricted Subsidiary becomes a Guarantor to the extent Restricted Subsidiaries are required to have guaranteed the Notes pursuant to Section 9.10;

(iv) immediately before giving effect to any redesignation of a Restricted Subsidiary to an Unrestricted Subsidiary, no Default or Event of Default exists under subsections (a), (f) or (g) of Section 11 or subsection (c)(i) of Section 11 solely with respect to a failure to be in compliance with Section 10.1; and

(v) immediately after giving effect to such redesignation, and assuming that all obligations, liabilities and investments of, and all Liens on the property of, such Subsidiary being so designated were incurred or made contemporaneously with such designation, (A) no Default or Event of Default exists or would exist and (B) the Company is and will be in compliance with the covenant set forth in Section 10.1 as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered, recalculated to give effect to such redesignation.

(d) Pro Forma Effect upon Redesignation. Except as otherwise specifically provided herein, for purposes of determining compliance with the financial covenants contained in this Agreement, any designation or redesignation, as the case may be, shall be given pro forma effect upon such designation or redesignation, such that such Subsidiary shall be included or excluded, as applicable, from the beginning of any applicable period.

(e) Disposition upon Redesignation. The designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be a Disposition of all such Subsidiary's property by the Company for all purposes of this Agreement.

(f) Effectiveness. Other than as set forth in the last two sentences of Section 9.13(a) hereof, any designation under this Section 9.13 that satisfies all of the conditions set forth in this Section 9.13 shall become effective, for purposes of this Agreement, on the day that notice thereof shall have been delivered by the Company to each holder of Notes in accordance with the provisions of Section 18.

Section 10. Negative Covenants. The Company covenants that so long as any of the Notes are outstanding:

Section 10.1 Consolidated Leverage Ratio. The Company will not permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company to exceed 3.50 to 1.0.

Section 10.2 Limitations on Liens. The Company will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Company or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Company and its Restricted Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of capital leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the principal amount of the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to subsection 10.3(a);

(h) Liens created or arising pursuant to any Note Documents, and Liens securing other Indebtedness of the Company; provided, that the Obligations are also concurrently equally and ratably secured pursuant to documentation in form and substance reasonably satisfactory to the Required Holders (including, but not limited to, documentation such as security agreements and other necessary or desirable collateral agreements, an intercreditor agreement and opinions of independent legal counsel);

(i) Liens granted by any Restricted Subsidiary in favor of the Company;

(j) judgment Liens securing judgments and other court proceedings not constituting an Event of Default under Section 11(i);

(k) any Lien on any property of the Company or any Restricted Subsidiary existing on the Agreement Effective Date and set forth on Schedule 10.2 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Restricted Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Restricted Subsidiary or existing on any property or asset of any Person that becomes a Restricted Subsidiary after the date hereof prior to the time such Person becomes a Restricted Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Restricted Subsidiary and (iii) the principal amount of Indebtedness secured by such Lien is not increased;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) any Lien over the assets or property of the Joint Venture and its Subsidiaries or the Equity Interests in the Joint Venture that secures Indebtedness permitted under subsection 10.3(b)(vi); provided that such Lien does not at any time cover any additional assets or property other than products or proceeds thereof;

(o) Liens granted by any Restricted Subsidiary of the Company that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Restricted Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Restricted Subsidiary; and

(p) Liens (not otherwise permitted herein) that secure Indebtedness permitted under Sections 10.1 and 10.3 so long as Priority Debt as of the most recent date on which such Indebtedness was incurred does not exceed 15% of Consolidated Total Assets as of the last day of the fiscal quarter of the Company most recently ended immediately on or prior to such incurrence date, *provided*, *however* that Liens permitted by this Section 10.2(p) may not secure obligations of the Company or any Restricted Subsidiary under any Principal Debt Facility;

provided, *however*, that the provisions of this Section 10.2 shall be suspended and of no force and effect until the amendment to the Existing Credit Facility (or replacement Principal Debt Facility) required pursuant to Section 4.13(f) has been delivered; after deliver of such amendment, this provision shall be in full force and effect and binding at all times thereafter.

Section 10.3. Limitation on Indebtedness. The Company will not, and will not permit any of its Restricted Subsidiaries to, create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to all Receivables Transactions that is (i) non-recourse with respect to the Company and its Restricted Subsidiaries (other than any Receivables Subsidiary) and (ii) in an aggregate principal amount as of the most recent date on which such Indebtedness was incurred not exceeding 15% of Consolidated Total Assets as of the last day of the fiscal quarter of the Company most recently ended immediately on or prior to such incurrence date; or

(b) any Indebtedness of any Restricted Subsidiary other than:

(i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under subsection 10.3(a),

(ii) any Indebtedness of any Restricted Subsidiary which is a Guarantor,

(iii) any Indebtedness of any Restricted Subsidiary existing on the Agreement Effective Date and set forth on Schedule 10.3 and any refinancing thereof; provided, that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased,

(iv) any Indebtedness of any Restricted Subsidiary owed to the Company or any other Restricted Subsidiary,

(v) any Indebtedness arising in respect of capital leases or purchase money obligations incurred in accordance with subsection 10.2(f),

(vi) (A) Indebtedness of the Joint Venture and its Subsidiaries under the Winslow Credit Agreement in a principal amount not to exceed $350,000,000 at any time, and (B) Permitted JV Refinancing Indebtedness in respect thereof,

(vii) Indebtedness of any Restricted Subsidiary of the Company in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business, and

(viii) other Indebtedness of Restricted Subsidiaries so long as Priority Debt as of the most recent date on which such Indebtedness was incurred does not exceed 15% of Consolidated Total Assets as of the last day of the fiscal quarter of the Company most recently ended immediately on or prior to such incurrence.

Section 10.4. Fundamental Changes. The Company will not, and will not permit any of its Restricted Subsidiaries to, liquidate, windup or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default exists or would result therefrom:

(a) any Restricted Subsidiary may merge with (i) the Company, provided that the Company shall be the continuing or surviving Person, or (ii) any one or more Restricted Subsidiaries, provided that (A) when any wholly-owned Restricted Subsidiary is merging with another Restricted Subsidiary, such wholly-owned Restricted Subsidiary shall be the continuing or surviving Person and (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person;

(b) any (i) Restricted Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Company or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Restricted Subsidiary, then the transferee must also be a wholly-owned Restricted Subsidiary; (ii) Foreign Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary; or (iii) any Unrestricted Subsidiary may merge or consolidate with any Restricted Subsidiary, provided that such Restricted Subsidiary shall be the continuing or surviving Person of such merger or consolidation;

(c) any Restricted Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Restricted Subsidiary;

(d) "Inactive" or "shell" Restricted Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of $500,000 or less) may be dissolved or otherwise liquidated, provided that all of the assets and properties of any such Restricted Subsidiaries are transferred to the Company or another Restricted Subsidiary upon dissolution/liquidation;

(e) the Company may merge or consolidate with any Person, provided that the Company shall be the continuing or surviving Person; and

(f) the Company and any of its Restricted Subsidiaries may make Dispositions expressly permitted by Section 10.5.

Section 10.5. Dispositions. The Company will not, and will not permit any of its Restricted Subsidiaries to, make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and cash equivalents in the ordinary course of business;

(c) Dispositions of property by any Restricted Subsidiary to the Company or to any other Restricted Subsidiary;

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 10.3(a);

(e) the nonexclusive license of intellectual property of the Company or any of its Restricted Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Company and its Restricted Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange is used (or contractually committed to be used) to acquire (and results within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value;

(g) other Dispositions where (i) in the good faith opinion of the Company, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Company or the applicable Restricted Subsidiary, as the case may be; (ii) immediately after giving effect to such Disposition, no Event of Default would exist; and (iii) either (A) an amount equal to the net proceeds realized upon such Disposition are within 90 days after the consummation of such Disposition applied by the Company to prepay or repay Indebtedness that ranks at least pari passu with the Notes (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate of the Company) so long as in connection with any such payment or prepayment of such Indebtedness, the Company shall, on or before the date of such payment or prepayment, prepay a Pro Rata Portion of each Note then outstanding as provided in Section 8.7 or (B) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any fiscal four quarter period of the Company plus the Fair Market Value of any other property Disposed of during such four quarter period (but excluding the Fair Market Value or consideration receivable of all property and assets disposed of in a Disposition for which the net proceeds are applied in accordance with clause (A)) does not equal or exceed 15% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company; and

(h) Dispositions arising as a result of the redesignation of a Restricted Subsidiary to an Unrestricted Subsidiary to the extent permitted under Section 9.13.

Section 10.6. ERISA. The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to (a) engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code); (b) fail to comply with ERISA or any other applicable laws; or (c) incur any material "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

Section 10.7. Transactions with Affiliates. The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any transaction of any kind with any Affiliate of the Company, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Company or any Restricted Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Company and any of its Restricted Subsidiaries or between any of its Restricted Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Company and its Restricted Subsidiaries, (c) transactions effected as part of a Receivables Transaction or (d) compensation arrangements of officers and other employees of the Company and its Restricted Subsidiaries entered into in the ordinary course of business.

Section 10.8. Restrictive Agreements. The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Company or any other Restricted Subsidiary or to Guaranty Indebtedness of the Company or any other Restricted Subsidiary; *provided* that (i) the foregoing shall not apply to prohibitions, restrictions and conditions (x) imposed by law or (y) contained in the organizational documents of the Joint Venture and its Subsidiaries (including their respective operating, management or partnership agreements, as applicable) to the extent that such prohibition, restriction or condition applies only to the property, assets or Equity Interests of, or dividends, distributions, loans, advances, repayments or guarantees by, the Joint Venture and its Subsidiaries, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 10.8 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), or (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary pending such sale, provided such restrictions and conditions apply only to the Restricted Subsidiary that is to be sold and such sale is permitted hereunder.

Section 10.9. Line of Business. The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business if, as a result, the general nature of the business in which the Company and its Restricted Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Restricted Subsidiaries, taken as a whole, are engaged on the Agreement Effective Date.

Section 10.10. Terrorism Sanctions Regulations. The Company will not and will not permit any of its Subsidiaries to (a) become a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (b) knowingly engage in any dealings or transactions with any such Person.

SECTION 11. EVENTS OF DEFAULT.

Any of the following shall constitute an Event of Default:

(a) The Company shall fail to pay any principal or Make-Whole Amount, if any, on any Note when due in accordance with the terms thereof or hereof; or the Company shall fail to pay any interest on any Note, or any fee or other amount payable hereunder, within five Business Days after any such interest or other amount becomes due in accordance with the terms thereof or hereof;

(b) Any representation or warranty made by the Company or any Guarantor (if any) herein or in any other Note Document or which is contained in writing delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made;

(c) (i) The Company shall default in the observance or performance of any covenant contained in subsection 9.8, subsection 9.9, subsection 9.10 or Section 10; or (ii) the Company shall default in the observance or performance of any covenant contained in subsection 7.1, and such default shall continue unremedied for a period of 10 days; or (iii) the Company or any Guarantor shall default in the observance or performance of any other agreement contained in this Agreement or in any Guaranty Agreement (other than as provided above in this Section), and such default described in this clause (c)(iii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (c)(iii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period and (z) the Company or such Guarantor is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised each holder of Notes as to the remedy thereof, the first 30-day period referred to in this clause (c)(iii) shall be extended for an additional 30-day period but only so long as (A) the Company or such Guarantor continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect;

(d) The Company or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness (other than Indebtedness permitted under subsection 10.3(b)(vi)), when and as the same shall become due and payable (after giving effect to all applicable grace periods, if any);

(e) The Company or any Restricted Subsidiary defaults (whether as primary obligor or as guarantor or other surety) in any payment of principal of or interest or fees on any Material Indebtedness beyond any period of grace provided with respect thereto; or an event or condition occurs that results in any Material Indebtedness (other than Indebtedness permitted under subsection 10.3(b)(vi)) becoming due prior to its scheduled maturity, or immediately and without satisfaction of any condition required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity; provided that this clause (e) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company, any Guarantor (if any) or any Significant Subsidiary (other than the Joint Venture and its Subsidiaries) or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Guarantor (if any) or any Significant Subsidiary (other than the Joint Venture and its Subsidiaries) or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(g) The Company, any Guarantor or any Significant Subsidiary (other than the Joint Venture and its Subsidiaries) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Guarantor or any Significant Subsidiary (other than the Joint Venture and its Subsidiaries) or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing or (vii) shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(h) An ERISA Event shall have occurred that, in the reasonable judgment of the Required Holders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability to the Company and its Restricted Subsidiaries in an aggregate amount in excess of $100,000,000;

(i) Any Note Document, at any time after its execution and delivery and for any reason other than the agreement of all of holders of the Notes or satisfaction in full of all the Obligations, ceases to be in full force and effect in any material respect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any material respect; or the Company or any Guarantor (if any) denies that it has any or further liability or obligation under any Note Document, or purports to revoke, terminate (except as expressly permitted hereunder) or rescind any Note Document; or

(j) One or more judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money in an aggregate amount in excess of $100,000,000 shall be rendered against the Company, any Restricted Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Restricted Subsidiary to enforce any such judgment.

SECTION 12. REMEDIES ON DEFAULT, ETC.

Section 12.1. Acceleration. (a) If an Event of Default with respect to the Company described in Section 11(f) or (g) (other than an Event of Default described in clause (vii) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (vii) of Section 11(g)) has occurred, the Facility will automatically terminate and all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, any holder or holders of more than 50% in principal amount of the Notes at the time outstanding may at any time at its or their option, by notice or notices to the Company, terminate the Facility and/or declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) related to failure to pay interest, principal or Make-Whole Amount has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 12.2. Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 12.3. Rescission. At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the holders of not less than 50% in principal amount of the Notes then outstanding, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts which have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

Section 12.4. No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

SECTION 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

Section 13.1. Registration of Notes. The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

Section 13.2. Transfer and Exchange of Notes. Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, of the same Series and in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit A. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than $100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than $100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2. Each transferee of Notes shall give written notice to the Company of the transfer of such notes to such transferee within 30 days after consummation of such transfer, which notice shall include the name of each transferee of such Notes and a Purchaser Schedule for each such transferee.

Section 13.3. Replacement of Notes. Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least $100,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

SECTION 14. PAYMENTS ON NOTES.

Section 14.1. Place of Payment. Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York at the principal office of JPMorgan Chase Bank in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 14.2. Home Office Payment. So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest by the method and at the address specified for such purpose below such Purchaser's name in the Confirmation of Acceptance, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

SECTION 15. EXPENSES, ETC.

Section 15.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated or any Notes are issued hereunder, the Company will pay all reasonable, documented and invoiced costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and (c) the reasonable, documented and invoiced costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO *provided*, that such costs and expenses under this clause (c) shall not exceed $3,500. The Company will pay, and will save each Purchaser and each other holder of a Note harmless from, all claims in respect of any reasonable, documented and invoiced fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes).

The Company shall indemnify each holder of the Notes and each of its Related Parties (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Notes, the other Note Documents, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or under the Notes, the other Note Documents, or the consummation of the transactions contemplated hereby or thereby, (ii) any Notes or the use of the proceeds thereof, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any of the Company's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. The obligations of the Company under this Section 15.1 shall survive the transfer of any Note or portion thereof or interest therein by any Purchaser or Transferee and the payment of any Note.

Section 15.2. Survival. The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

SECTION 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 17. AMENDMENT AND WAIVER.

Section 17.1. Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, and (b) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest or of the Make-Whole Amount on, the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend any of Sections 8, 11(a), 11(b), 12, 17 or 20.

Section 17.2. Solicitation of Holders of Notes.

(a) *Solicitation.* The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

Section 17.3. Binding Effect, etc. Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term "this Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

Section 17.4. Notes Held by Company, etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 18. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy or e-mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in the related Confirmation of Acceptance, or at such other address as such Purchaser or nominee shall have specified to the Company in writing;

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing;

(iii) if to the Company, to 135 Duryea Road, Melville, New York 11747, Attention: Treasurer, E-mail: ferdinand.jahnel@henryschein.com, Phone No: (631) 454-3109, Fax No: (631) 843-9314; with a copy to 135 Duryea Road – Mail Stop E-365, Melville, New York 11747, Attention: General Counsel, E-mail: michael.ettinger@henryschein.com, Phone No: (631) 843-5989, Fax No: (631) 843-5660 or at such other address as the Company shall have specified to the holder of each Note in writing; or

(iv) if to New York Life, to New York Life at the address listed on Schedule B hereto.

Notices under this Section 18 will be deemed given only when actually received.

SECTION 19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, "Confidential Information" means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser's behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

SECTION 21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase under any Confirmation of Acceptance, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

SECTION 22. MISCELLANEOUS.

Section 22.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

Section 22.2. Payments Due on Non-Business Days. Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting the requirement in Section 8.4 that the notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

Section 22.3. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP.

Section 22.4. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22.5. Construction, etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

Section 22.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 22.7. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 22.8. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Notes in any suit, action or proceeding of the nature referred to in Section 22.8(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 18 or at such other address of which such holder shall then have been notified pursuant to such Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

Henry Schein, Inc.

By /s/Ferdinand Jahnel
Name: Ferdinand Jahnel
Title: VP Treasurer

This Agreement is hereby
accepted and agreed to as
of the date thereof.

NEW YORK LIFE INVESTMENT MANAGEMENT LLC

By /s/A. Post Howland
Name: A. Post Howland
Title: Director

SCHEDULE A

DEFINED TERMS

Part 1.1. Defined Terms.

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"Acceptance" is defined in Section 2.6.

"Acceptance Day" is defined in Section 2.6.

"Acceptance Window" is defined in Section 2.6.

"Accepted Note" is defined in Section 2.6.

"**Affiliate**" means as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of (or persons performing similar functions for) such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"**Agreement**" means this Note Purchase Agreement, as amended, supplemented or otherwise modified from time to time.

"**Agreement Effective Date**" means August 9, 2010.

"Anti-Terrorism Order" means Executive Order No. 13,224 of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49, 079 (2001), as amended.

"**Attorney Costs**" means all reasonable fees and disbursements of any law firm or other external counsel.

"Available Facility Amount" means, at any point in time, (a) the aggregate principal amount of Notes stated in Section 1.1, *minus* (b) the aggregate principal amount of Notes purchased and sold pursuant to this Agreement prior to that time, *minus* (c) the aggregate principal amount of Accepted Notes that have not been purchased and sold hereunder prior to that time and for which the closing has not been cancelled, *plus* (d) the aggregate principal amount of Notes purchased, sold, and repaid or prepaid pursuant to this Agreement prior to that time.

"Business Day" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed.

"**Capital Lease Obligations**" means as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"**Change in Control**" means (A) any Person or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (i) shall have acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Company (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Company on the Agreement Effective Date) or (ii) shall obtain the power (whether or not exercised) to elect a majority of the Company's directors or (B) the board of directors of the Company shall not consist of a majority of Continuing Directors.

"Closing" means any closing of the purchase and sale of Notes hereunder.

"Closing Date" means, with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of the Accepted Note in the Request for Purchase of the Accepted Note, provided that if the Company and the Purchaser which is obligated to purchase the Accepted Note agree on an earlier Business Day for the closing, the "Closing Date" for the Accepted Note is the earlier Business Day.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"Company" is defined in the first paragraph of this Agreement.

"Confirmation of Acceptance" is defined in Section 2.6

"Confidential Information" is defined in Section 20.

"**Consolidated EBITDA**" means for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization, (d) all non-cash charges, and (e) all non-recurring, unusual and extraordinary charges, costs and expenses (including merger, restructuring and integration charges, costs and expenses).

"**Consolidated Gross Profit**" means for any period, net sales less cost of sales of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Interest Income**" means for any period, the interest income of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Leverage Ratio**" means at any date of determination, the ratio of (a) Consolidated Total Net Debt on such date to (b) Consolidated EBITDA for the period of the four fiscal quarters ending on (or most recently ended prior to) such date.

"**Consolidated Operating Expenses**" means for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Operating Income**" means for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Total Assets**" means at any date of determination, the net book value of all assets of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Total Net Debt**" means at any date of determination, without duplication (a) the aggregate amount of all Indebtedness of the Company and its Restricted Subsidiaries, minus (b) the Unrestricted Cash Amount of the Company and its Restricted Subsidiaries, in each case determined on a consolidated basis in accordance with GAAP as of such date.

"**Continuing Directors**" means as to the Company, the directors of the Company on the Agreement Effective Date and each other director of the Company whose nomination for election to the Board of Directors of Company is recommended by a majority of the then Continuing Directors.

"**Contractual Obligation**" means any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected or any security issued by the Company or any Subsidiary.

"**Control Event**" means the execution of any written agreement which, when fully performed by the parties thereto, would result in a Change in Control.

"**Default**" means any event or circumstance that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means that rate of interest that is the greater of (i) 1% per annum above the rate of interest stated in clause (a) of the first paragraph of the Notes or (ii) 1% over the rate of interest publicly announced by JPMorgan Chase Bank in New York, New York as its "base" or "prime" rate.

"**Disclosed Matters**" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.11.

"Disposition" or "**Dispose**" means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disposition Value**" means (a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Company, and (b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Restricted Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Restricted Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Company.

"**Domestic Subsidiary**" means any Restricted Subsidiary other than a Foreign Subsidiary.

"**Dollars**" and "**$**" means lawful currency of the United States of America.

"**Environmental Laws**" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, written notices or written and binding agreements issued, promulgated or entered into by any Governmental Authority, relating to the pollution or the protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or imposing workers health and safety requirements.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) a claim made pursuant to any written contract, agreement or other written and binding consensual arrangement pursuant to which liability is assumed or imposed by or on Company or any of its Restricted Subsidiaries with respect to any of the foregoing.

"**Equity Interests**" means any and all shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interests.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"**ERISA Event**" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 -day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) prior to January 1, 2008, any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the code or Section 302 of ERISA) applicable to such Plan; (d) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) a determination that any Plan is in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA; (g) the receipt by the Company or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (h) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; or (i) the receipt by the Company or any ERISA Affiliate of any notice (x) imposing withdrawal liability under Title IV of ERISA or (y) stating that a Multiemployer Plan is, or is reasonably expected to be, Insolvent or in Reorganization (within the meaning of Title IV of ERISA).

"**Event of Default**" means any of the events specified in Section 11.

"**Existing Credit Facility**" means the $400,000,000 Credit Agreement dated as of September 5, 2008, among the Borrower, the several lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents, as amended, restated, supplemented or otherwise modified from time to time.

"**Existing Note Agreement**" means that certain Note Purchase Agreement dated as of September 25, 1998, as amended, between the Company and the various note holders party thereto.

"Facility" is defined in Section 2.1.

"Facility Fee" is defined in Section 3.2.

"**Fair Market Value**" means at any time and with respect to any property, the sale value of such property that would be realized in an arm's-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

"**Financing Lease**" means any lease of property, real or personal, the obligations of the lessee in respect of which are Capital Lease Obligations on a balance sheet of the lessee.

"**Foreign Subsidiary**" means any Restricted Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

"**GAAP**" means generally accepted accounting principles in the United States of America consistently applied with respect to those utilized in preparing the audited financial statements referred to in subsection 5.1.

"**Governmental Authority**" means

(a) the government of

(i) the United States of America or any State or other political subdivision of either thereof, or

(ii) any other jurisdiction in which the Company or any Restricted Subsidiary conducts all or a substantial part of its business, or which asserts jurisdiction over any properties of the Company or any Restricted Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"**Guarantee Obligation**" means as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other unrelated third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"**Guarantors**" means any Restricted Subsidiary of the Company that has executed and delivered, and remains bound by, a Guaranty Agreement pursuant to the terms hereof.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Guaranty Agreement" means each guaranty agreement in the form of Exhibit E (or such other agreement in form and substance acceptable to the Required Holders) executed by any Subsidiary of the Company.

"**Hazardous Material**" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature, to the extent regulated pursuant to any Environmental Law.

"holder" means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

"**Indebtedness**" means of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds or similar arrangements, (g) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction, (h) all Guarantee Obligations of such Person, (i) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property, and (j) for the purposes of the definition of "Material Indebtedness" only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Contracts; provided that for the purposes of the definition of "Material Indebtedness," the "principal amount" of the obligations of such Person in respect of any Swap Contract at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Contract were terminated at such time. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefor.

"**Insolvency**" means with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"**Insolvent**" means pertaining to a condition of Insolvency.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5.0% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Issuance Period" is defined in Section 2.2.

"**Joint Venture**" means W.A. Butler Company, a Delaware corporation (currently known as Winslow Acquisition Company, together with its permitted successors and assigns).

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

"Make-Whole Amount" is defined in Section 8.6.

"Market Disruption" is defined in Section 2.7.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties, of the Company and its Restricted Subsidiaries taken as a whole.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Restricted Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the Notes, or the ability of the Guarantors to perform their obligations under the Guaranties or (c) the validity or enforceability of this Agreement, the Notes or Guaranties or the material rights and remedies of the holders of the Notes thereunder.

"**Material Indebtedness**" means Indebtedness (other than the Indebtedness evidenced by the Notes) of any one or more of the Company and its Restricted Subsidiaries in an aggregate principal amount exceeding $100,000,000.

"**Multiemployer Plan**" means any Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners or any successor thereto.

"**New York Life**" is defined in the first paragraph of this Agreement.

"**New York Life Affiliate**" means (a) any corporation or other entity controlling, controlled by, or under common control with, New York Life or (b) any managed account or investment fund which is managed by New York Life or a New York Life Affiliate described in clause (a) of this definition. For purposes of this definition, the terms "control," "controlling" and "controlled" shall mean the ownership, directly or through subsidiaries, of a majority of a corporation's or other entity's voting stock or equivalent voting securities or interests.

"**Note Documents**" means this Agreement, any Notes and any Guaranty Agreements executed and delivered pursuant to the terms of this Agreement, and any collateral documents executed or delivered to or in favor of any holders of the Notes or their agent or representative in accordance with the terms of this Agreement.

"Notes" is defined in Section 1.1.

"**Obligations**" means collectively, the unpaid principal of and interest on the Notes and all other obligations and liabilities of the Company under this Agreement and the other Note Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in this Agreement or any other applicable Note Document after the maturity of the Notes and interest accruing at the then applicable rate provided in this Agreement or any other applicable Note Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Notes, the other Note Documents, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Purchasers that are required to be paid by the Company pursuant to the terms of this Agreement or any other Note Document).

"Officer's Certificate" means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"**Permitted JV Refinancing Indebtedness**" means Indebtedness of the Joint Venture and its Subsidiaries which satisfies each of the following conditions: (a) to the extent that such Indebtedness is to be secured by a Lien on any assets or property, or the Equity Interests, of the Joint Venture and its Subsidiaries, the terms of such Indebtedness (including the Liens that secure such Indebtedness) shall be substantially similar to those provided in the Winslow Credit Documents (other than changes which extend the maturity thereof, decrease the interest rate applicable thereto, release a portion of the assets subject to such Liens or otherwise amend the terms in a manner that could not reasonably be expected to be materially adverse to the interests of the Purchasers taken as a whole) and any Liens that secure such Indebtedness do not cover any additional assets, property or Equity Interests; (b) such Indebtedness shall consist of (i) a secured facility which satisfies the requirements of clause (a) above or (ii) an unsecured or subordinated facility (and guarantees in respect thereof provided by any Subsidiary of the Joint Venture) with terms customary for facilities of such type at such time; (c) no Default or Event of Default shall have occurred and be continuing or would result from the incurrence of such Indebtedness; (d) such Indebtedness shall not be subject to any amortization or required repayment obligations (other than, in the case of a secured facility, as contemplated by clause (a) above or, in the case of an unsecured or subordinated facility, as then reflects the customary terms for facilities of such type at such time) on or prior to the Termination Date (as defined in the Existing Credit Facility as in effect on the date hereof); (e) the net proceeds of such Indebtedness (other than any revolving Indebtedness) are concurrently applied to the prepayment of the Indebtedness to be refinanced; and (f) each Purchaser shall have received (x) a certificate of a Responsible Officer of the Joint Venture certifying compliance with the conditions set forth in this definition (and attaching any other information reasonably required by the Required Holders) and (y) copies of all the loan documents relating to such Indebtedness at least three Business Days prior to the funding of any such Indebtedness.

"**Person**" means an individual, partnership, corporation, business trust, limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature. **"Plan"** means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

"**Plan**" means at a particular time, any "employee pension benefit plan," as such term is defined in Section 3(2) of ERISA and which is subject to Title IV of ERISA and/or Section 412 of the Code, other than a Multiemployer Plan, and in respect of which the Company or an ERISA Affiliate is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or to which the Company or an ERISA Affiliate contributes or has an obligation to contribute.

"**Principal Debt Facility**" means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a "Debt Agreement") in respect of which the Company or any Restricted Subsidiary (other than the Joint Venture and its Subsidiaries) is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Company or any Restricted Subsidiary in an aggregate principal amount equal to or in excess of $300,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the Indebtedness under the Existing Note Agreement and the Indebtedness under the Prudential Note Agreement is a Principal Debt Facility.

"**Priority Debt**" shall mean, without duplication and as at any time of determination thereof, the sum of the following items: (i) Indebtedness of the Company secured by Liens (other than Liens permitted under clauses (a) through (o) of Section 10.2); (ii) Indebtedness of any Restricted Subsidiary owing to any Person (other than Indebtedness permitted under clauses (i) through (viii) of Section 10.3(b)); and (iii) preferred stock of any Restricted Subsidiary held by any Person other than the Company or a wholly owned Restricted Subsidiary.

"property" or **"properties"** means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"**Proposed Prepayment Date**" shall have the meaning specified in Section 8.6(c).

"**Pro Rata Portion**" means, with respect to a Note and the prepayment of Indebtedness for purposes of Sections 8.7 and 10.5(g), the portion of such Note equal to (a) the aggregate amount of the proceeds to be used in the prepayment or repayment of all Indebtedness pursuant to Section 10.5(g) (including the Notes) multiplied by (b) a fraction, the numerator of which is the aggregate principal amount of such Note and the denominator of which is the aggregate principal amount of all such Indebtedness to be prepaid or repaid in accordance with Section 10.5(g).

"**Prudential Note Agreement**" means that certain Private Shelf Agreement, dated on or about the date hereof, by and between the Company, Prudential Investment Management, Inc. and each Prudential Investment Management, Inc. affiliate which becomes party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"PTE" is defined in Section 6.2(a).

"Purchaser" is defined in the first paragraph of this Agreement.

"Qualified Institutional Buyer" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

"**Receivables**" means any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

"**Receivables Subsidiary**" means any special purpose, bankruptcy-remote Restricted Subsidiary that purchases Receivables generated by the Company or any of its Restricted Subsidiaries.

"**Receivables Transaction**" means any transaction or series of transactions providing for the financing of Receivables of the Company or any of its Restricted Subsidiaries, involving one or more sales, contributions or other conveyances by the Company or any of its Restricted Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Company or any of its Restricted Subsidiaries, (ii) involve recourse to the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Company and its Restricted Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

"**Refund Percentage**" means (i) 50% if the Issuance Period is terminated by New York Life pursuant to Section 2.2(b) of this Agreement on or prior to November 9, 2010 and (ii) 25% otherwise.

"Related Fund" means, with respect to any holder of any Note, any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"**Related Parties**" means with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, and agents of such Person or such Person's Affiliates.

"**Reorganization**" means with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Request for Purchase" is defined in Section 2.4.

"Required Holders" means, at any time, the holders of more than 50% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

"**Requirement of Law**" means (i) the corporate charter, by-laws or other organizational or governing documents of the Company or any Subsidiary, (ii) the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority, or (iii) any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case with respect to clause (ii) and (iii), applicable to or binding upon the Company, any Subsidiary or any property thereof or to which the Company, any Subsidiary or any property thereof is subject.

"**Responsible Officer**" means with respect to any Person, the chief executive officer and the president of such Person as well as, in the case of the Company, the Vice President, the Senior Vice President and General Counsel, the Chief Financial Officer and the Treasurer, and in the case of any Guarantor (if any), a duly elected Vice President of such Guarantor (if any), or, with respect to financial matters, the chief financial officer and the treasurer of such Person, *provided*, *however*, that, solely for purposes of Section 2, "Responsible Officer" shall mean any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"**Restricted Subsidiary**" means with respect to any Person, any Subsidiary of such Person that is not an Unrestricted Subsidiary of such Person.

"Securities" or **"Security"** shall have the meaning specified in Section 2(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"Senior Financial Officer" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"Series" is defined in Section 1.1.

"**Significant Subsidiary**" means

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, "domestic") wholly-owned Restricted Subsidiary or other entity formed or acquired by the Company or any direct or indirect Restricted Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Restricted Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed ten percent of the domestic "Consolidated Total Assets," valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(b) each domestic Restricted Subsidiary or entity (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Company or any Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Restricted Subsidiary if such Restricted Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic "Consolidated Total Assets," valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter.

"**Single Employer Plan**" means any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"**Subsidiary**" means as to any Person ("parent"), a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Company.

"**Subsidiary Stock**" means with respect to any Person, the Equity Interests of any Restricted Subsidiary of such Person.

"SVO" means the Securities Valuation Office of the NAIC or any successor to such Office.

"Swap Contract" means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, but without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any International Foreign Exchange Master Agreement.

"**Tax**" or "**Taxes**" means any and all taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by any jurisdiction or by any political subdivision or taxing authority thereon or therein and all interest penalties or similar liabilities with respect thereto.

"**Transferee**" means any direct or indirect transferee of all or any part of any Note purchased by any Purchaser under this Agreement.

"**Unrestricted Cash Amount**" means as of any date of determination, that portion of the Company and the Restricted Subsidiaries' aggregate cash and cash equivalents in excess of $50,000,000 that are not encumbered by or subject to any Lien (excluding, in all events, any Lien arising from any set-off, netting or other banking arrangements or other customary cash management arrangements).

"**Unrestricted Subsidiary**" means any Subsidiary designated by the Company as an "Unrestricted Subsidiary" by written notice to New York Life on the date of this Agreement and any Subsidiary thereof, but excluding any Unrestricted Subsidiary redesignated by the Company at any time as a Restricted Subsidiary.

"**Unrestricted Subsidiary EBITDA**" means, as of any date, the Consolidated EBITDA, but substituting the "Unrestricted Subsidiaries" for "the Company and its Restricted Subsidiaries" in the definition of Consolidated EBITDA and each definition referred to therein.

"**Unrestricted Subsidiary Total Assets**" means, as of any date, the Consolidated Total Assets, but substituting the "Unrestricted Subsidiaries" for "the Company and its Restricted Subsidiaries" in the definition of Consolidated Total Assets.

"Updated Schedules" is defined in Section 2.4(f).

"USA Patriot Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Winslow Credit Agreement**" means the credit agreement to be entered into in connection with the Winslow Acquisition between Butler Animal Health Supply, LLC, a Delaware limited liability company, as borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as amended, waived, modified or supplemented from time to time; provided that any renewal, replacement or refinancing thereof shall satisfy the requirements set forth in paragraphs (a) through (f) of the definition of "Permitted JV Refinancing Indebtedness").

"**Winslow Credit Documents**" means the Winslow Credit Agreement and any agreement, document or instrument creating any security interest or other encumbrance, or guaranty, entered into in connection therewith and any other agreement, document or instrument ancillary or otherwise related thereto (as amended, waived, modified or supplemented from time to time; provided that any renewal, replacement or refinancing thereof shall satisfy the requirements set forth in paragraphs (a) through (f) of the definition of "Permitted JV Refinancing Indebtedness").

Part 1.2. Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes or any other Note Documents delivered pursuant hereto.

(b) As used herein or in any of the other Note Documents, accounting terms relating to the Company and its Subsidiaries not defined in Part 1.1 of this Schedule A, and accounting terms partly defined in Schedule A, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Company shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009) would affect the computation of any financial ratio or requirement set forth in any Note Document, and either the Company or the Required Holders shall so request, the holders of the Notes and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Required Holders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009 prior to such change therein and (ii) the Company shall provide to each holder of the Notes financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change. Notwithstanding the foregoing, for purposes of determining compliance with the financial covenants contained in this Agreement, including without limitation subsection 10.1, any election by the Company to measure an item of Indebtedness using fair value (as permitted by the Statement of Financial Accounting Standards No. 159 or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

Part 1.3. Rounding. Any financial ratios required to be maintained by the Company pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Part 1.4. References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to agreements (including the Note Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Note Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

SCHEDULE B

ADDRESS FOR NOTICES TO NEW YORK LIFE

New York Life Investment Management LLC
51 Madison Avenue
New York, New York 10010
Attention: Fixed Income Investors Group
Private Finance, 2nd Floor
Fax #: (212) 447-4122

With a copy sent via Email to: FIIGLibrary@nylim.com

with a copy of any notices regarding defaults or Events of Default under the operative documents to:

Attention: Office of General Counsel
Investment Section, Room 1016
Fax #: (212) 576-8340

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %
1	Henry Schein Regional Unit Trust	I	Australia	79.0420%
2	Kraft NO 3 Pty Ltd	I	Australia	79.0420%
3	Medi-Consumables PTY Limited	I	Australia	58.0000%
4	Henry Schein Australia Pty Limited	I	Australia	100.0000%
5	Henry Schein Regional Pty Ltd	I	Australia	79.0420%
6	Halas Dental Pty Ltd.	I	Australia	79.0420%
7	Henry Schein Australia Holdings Pty Limited	I	Australia	100.0000%
8	HSLA Unit Trust	I	Australia	79.0420%
9	Protec Australia Pty Limited	I	Australia	79.0420%
10	HSR Holdings Pty Limited	I	Australia	79.0420%
11	CFB Handels GmbH, Wien	I	Austria	100.0000%
12	Golth Dentalwarenhandelsgesellschaft mbH	I	Austria	100.0000%
13	Henry Schein Dental Austria GmbH	I	Austria	100.0000%
14	Henry Schein Austria GmbH	I	Austria	100.0000%
15	Henry Schein Medical Austria GmbH	I	Austria	100.0000%
16	***Belgium Confidential BVBA (1)***	***I***	***Belgium***	***50.4900%***
17	***Belgium Confidential BVBA (2)***	***I***	***Belgium***	***50.8000%***
18	Dental Express S.A.	I	Belgium	100.0000%
19	Henry Schein NV	I	Belgium	100.0000%
20	HS Trust	I	British Virgin Islands	100.0000%
21	Ortho Organizers, Inc.	D	California	98.2900%
22	Henry Schein Canada, Inc.	I	Canada	100.0000%
23	Henry Schein Funding Group (partnership)	I	Canada	100.0000%
24	Henry Schein Software of Excellence Finance Ltd.	I	Cayman Islands	100.0000%
25	Henry Schein Trading (Shanghai) Co., Ltd.	I	China, People's Republic of China	51.0000%
26	Custom Milling Center, Inc.	D	Colorado	50.0000%
27	Henry Schein Dental s.r.o.	I	Czech Republic	86.0010%
28	Noviko s.r.o.	I	Czech Republic	86.0000%
29	S-Dent spol. s r.o.	I	Czech Republic	86.0010%
30	AD Interests, LLC	D	Delaware	100.0000%
31	Butler Animal Health Holding Company, LLC	D	Delaware	50.1000%
32	Butler Animal Health Supply, LLC	D	Delaware	50.100000%
33	***Delaware Confidential LLC***	***D***	***Delaware***	***45.0000%***

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Additional information to be provided upon request

Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %
34	***Delaware Confidential Corp. (1)***	***D***	***Delaware***	***100.0000%***
35	***Delaware Confidential Corp. (2)***	***D***	***Delaware***	***100.0000%***
36	***Delaware Confidential Corp. (3)***	***D***	***Delaware***	***56.0723%***
37	Henry Schein Europe, Inc.	D	Delaware	100.0000%
38	HF Acquisition Co. LLC	D	Delaware	100.0000%
39	NDC Holdco, LLC	D	Delaware	7.8000%
40	SG Healthcare Corp.	D	Delaware	100.0000%
41	SKBIC Acquisition Corp.	D	Delaware	90.0000%
42	Vedco, Inc.	D	Delaware	16.6666%
43	W.A. Butler Company	D	Delaware	70.4522%
44	D4D Technologies, LLC	D	Delaware	15.3333%
45	***Delaware Confidential Corp. (4)***	***D***	***Delaware***	***100.0000%***
46	Gem Medical Acquisition Corp.	D	Delaware	100.0000%
47	Handpiece Parts & Repairs, Inc.	D	Delaware	100.0000%
48	Henry Schein Financial Services, Inc.	D	Delaware	100.0000%
49	Henry Schein France Holdings, Inc.	D	Delaware	100.0000%
50	Henry Schein Global Sourcing, Inc.	D	Delaware	100.0000%
51	Henry Schein International LLC	D	Delaware	100.0000%
52	Henry Schein Italy, LLC	D	Delaware	100.0000%
53	Henry Schein Latin America Pacific Rim Inc.	D	Delaware	100.0000%
54	Henry Schein New Zealand Holding Co.	D	Delaware	100.0000%
55	HPR Holdings I, LLC	D	Delaware	100.0000%
56	HS Beneficiary Services, LLC	D	Delaware	100.0000%
57	HS Finance Company, LLC	D	Delaware	100.0000%
58	HS Financial, Inc.	D	Delaware	100.0000%
59	HS France Finance, LLC	D	Delaware	100.0000%
60	HS TM Holdings, LLC	D	Delaware	100.0000%
61	HSI Gloves, Inc.	D	Delaware	100.0000%
62	S&S Discount Supply, Inc.	D	Delaware	100.0000%
63	Camlog USA, Inc.	D	Delaware	100.0000%
64	GIV Holdings, Inc.	D	Delaware	100.0000%
65	HPR TM, LLC	D	Delaware	100.0000%

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Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

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66	HS Brand Management, Inc.	D	Delaware	100.0000%
67	HS Financial Holdings, Inc.	D	Delaware	100.0000%
68	HS Manager Services, LLC	D	Delaware	100.0000%
69	HS TM, LLC	D	Delaware	100.0000%
70	HSI RE I, LLC	D	Delaware	100.0000%
71	MedCorp Acquisition Company, Inc.	D	Delaware	100.0000%
72	National Logistics Services, LLC	D	Delaware	100.0000%
73	Toy Products Corp.	D	Delaware	100.0000%
74	Universal Footcare Products, Inc.	D	Delaware	100.0000%
75	[**]	D	Delaware	45.0000%
76	Ortho Organizers Holdings, Inc.	D	Delaware	98.2900%
77	BA FRANCE Eurl	I	France	100.0000%
78	Henry Schein France Holding EURL	I	France	100.0000%
79	Henry Schein France SCA	I	France	100.0000%
80	Henry Schein France Services SARL	I	France	100.0000%
81	Henry Schein Implantologie	I	France	100.0000%
82	Hippocampe Bressuire	I	France	33.8300%
83	Hippocampe Caen	I	France	34.8800%
84	Hippocampe EVI	I	France	46.2500%
85	Hippocampe Nevers	I	France	33.1400%
86	Megadental SAS	I	France	65.0000%
87	Camlog Consulting GmbH	I	Germany	64.8416%
88	Henry Schein Grundstucks-Vermietungsgesellschaft mbH & Co. OHG	I	Germany	100.0000%
89	Altatec Gmbh	I	Germany	64.8416%
90	BA International GmbH	I	Germany	100.0000%
91	Camlog Holding GmbH	I	Germany	64.8416%
92	Camlog Vertriebs GmbH	I	Germany	64.8416%
93	Dentina GmbH	I	Germany	100.0000%
94	DES Dental Events Gmbh	I	Germany	33.3300%
95	***Germany Confidential GmbH (1)***	***I***	***Germany***	***47.4300%***
96	***Germany Confidential GmbH (2)***	***I***	***Germany***	***51.0000%***
97	Heitech Medizintechnik und Service GmbH & Co. KG	I	Germany	100.0000%

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Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %
98	Henry Schein Dental Depot GmbH	I	Germany	100.0000%
99	Henry Schein GmbH	I	Germany	100.0000%
100	Henry Schein Holding GmbH	I	Germany	100.0000%
101	Henry Schein Medical GmbH	I	Germany	100.0000%
102	Henry Schein Services GmbH	I	Germany	100.0000%
103	Henry Schein Vet GmbH	I	Germany	100.0000%
104	Euro Dental Holding GmbH	I	Germany	100.0000%
105	FIRST MED Erste Verwaltungs GmbH	I	Germany	100.0000%
106	MediQuick Arzt- und, Krankenhausbedarfshandel GmbH	I	Germany	100.0000%
107	Nordenta Handelsgesellschaft mbH	I	Germany	100.0000%
108	Promed Vertriebsgesellschaft mbH & Co. KG	I	Germany	100.0000%
109	PxD Praxis-Discount GmbH	I	Germany	100.0000%
110	Tierarztebedarf Jochen Lehnecke GmbH	I	Germany	100.0000%
111	Henry Schein China Services Limited	I	Hong Kong	99.8862%
112	Henry Schein Hong Kong Limited	I	Hong Kong	51.0000%
113	All-Star Orthodontics, Inc.	D	Indiana	98.2900%
114	Henry Schein Ireland Limited	I	Ireland	100.0000%
115	Henry Schein Medical Technologies Ltd.	I	Israel	100.0000%
116	Henry Schein Shvadent (2009) Ltd.	I	Israel	70.0000%
117	Henry Schein Israel	I	Israel	50.1000%
118	Henry Schein Italia S.r.l.	I	Italy	100.0000%
119	Krugg S.p.A.	I	Italy	100.0000%
120	Henry Schein Luxembourg Services S.àr.l.	I	Luxembourg	100.0000%
121	Henry Schein (Malaysia) SDN. BHD	I	Malaysia	100.0000%
122	ACE Surgical Supply Co., Inc.	D	Massachusetts	51.0000%
123	***Netherlands Confidential B.V. (1)***	***I***	***Netherlands***	***51.0000%***
124	Henry Schein B.V.	I	Netherlands	100.0000%
125	Henry Schein C.V.	I	Netherlands	100.0000%
126	Henry Schein Europe, B.V.	I	Netherlands	100.0000%
127	Henry Schein European Finance B.V.	I	Netherlands	100.0000%
128	Henry Schein European Holding B.V.	I	Netherlands	100.0000%
129	***Netherlands Confidential B.V.(2)***	***I***	***Netherlands***	***51.0000%***
130	***Netherlands Confidential N.V. (1)***	***I***	***Netherlands***	***51.0000%***

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Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %
131	Henry Schein Midlist B.V.	I	Netherlands	51.0000%
132	Henry Schein Systems B.V.	I	Netherlands	100.0000%
133	Henry Schein Wigro van der Kuip B.V.	I	Netherlands	100.0000%
134	***Netherlands Confidential N.V. (2)***	***I***	***Netherlands***	***100.0000%***
135	Henry Schein European Services B.V.	I	Netherlands	100.0000%
136	AD-LB Supply Corp.	D	New York	100.0000%
137	Caligor Physicians & Hospital Supply Corp.	D	New York	100.0000%
138	Henry Schein Cares Foundation, Inc.	D	New York	100.0000%
139	Henry Schein Supply, Inc.	D	New York	100.0000%
140	MBM Hospital Supply Corp.	D	New York	100.0000%
141	Micro Bio-Medics, Inc.	D	New York	100.0000%
142	Sherman Specialty LLC	D	New York	51.0000%
143	Henry Schein New Zealand	I	New Zealand	100.0000%
144	Henry Schein Regional Limited	I	New Zealand	63.9100%
145	Shalfoon Bros Limited	I	New Zealand	63.9100%
146	Software of Excellence Asia Pacific Limited.	I	New Zealand	100.0000%
147	Software of Excellence Australia Limited	I	New Zealand	100.0000%
148	Software of Excellence International Limited	I	New Zealand	100.0000%
149	Henry Schein (KM) Limited	I	Northern Ireland	100.0000%
150	Henry Schein Medical Systems, Inc.	D	Ohio	100.0000%
151	Henry Schein (Lancaster, PA.) Inc.	D	Pennsylvania	100.0000%
152	Henry Schein Portugal, Unipessoal LDA	I	Portugal	75.0000%
153	Henry Schein Puerto Rico, Inc.	D	Puerto Rico	100.0000%
154	***Scotland Confidential Ltd.***	***I***	***Scotland***	***51.0000%***
155	Veterinary Solutions Limited	I	Scotland	100.0000%
156	W. & J. Dunlop Limited	I	Scotland	100.0000%
157	S-DENT SLOVAKIA, s.r.o.	I	Slovakia	86.0010%
158	BA Dental Europa, SA	I	Spain	78.0000%
159	Camlog Espana SA.	I	Spain	64.8416%
160	Henry Schein España Holdings, S.L.	I	Spain	100.0000%
161	Henry Schein España SA	I	Spain	75.0000%
162	Soluciones y Equipos Dentales, S.A.	I	Spain	75.0000%
163	Spain Dental Express S.A.	I	Spain	75.0000%

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Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership
164	Heiland Schweiz AG	I	Switzeland	100.0000%
165	Camlog Biotechnologies AG	I	Switzerland	64.8416%
166	Provet AG	I	Switzerland	100.0000%
167	Camlog Holding AG	I	Switzerland	64.8416%
168	Camlog Schweiz AG	I	Switzerland	64.8416%
169	Petco AG	I	Switzerland	100.0000%
170	Provet Holding AG	I	Switzerland	100.0000%
171	Vetco AG	I	Switzerland	100.0000%
172	Distrivet AG	I	Switzerland	100.0000%
173	Banyan International Corporation	D	Texas	90.0000%
174	Stat Kit Inc.	D	Texas	90.0000%
175	AD Holdings General Partnership	D	Texas	100.0000%
176	Henry Schein Sağlik Yatirimlari Anonim Şirketi	I	Turkey	100.0000%
177	Consulsoft Limited	I	United Kingdom	100.0000%
178	Advanced Group Limited, The	I	United Kingdom	100.0000%
179	Advanced Healthcare, The Computing Limited	I	United Kingdom	100.0000%
180	BA (Belgie), Limited	I	United Kingdom	100.0000%
181	BA (Deutschland) Limited	I	United Kingdom	100.0000%
182	BA International, Limited	I	United Kingdom	100.0000%
183	BDG UK Holdings Limited	I	United Kingdom	100.0000%
184	Blackwell Supplies Limited	I	United Kingdom	100.0000%
185	Budget Dental Supplies Limited	I	United Kingdom	100.0000%
186	Civilscene Limited	I	United Kingdom	100.0000%
187	Compudent Limited	I	United Kingdom	100.0000%
188	Henry Schein Europe Limited	I	United Kingdom	100.0000%
189	Henry Schein Technologies (Ireland) Limited	I	United Kingdom	100.0000%
190	Henry Schein UK Finance Limited	I	United Kingdom	100.0000%
191	Trio Diagnostics Limited	I	United Kingdom	25.0000%
192	DE Healthcare Limited	I	United Kingdom	100.0000%
193	Ethicare Limited	I	United Kingdom	100.0000%
194	Henry Schein Limited	I	United Kingdom	100.0000%
195	Henry Schein Technologies Limited	I	United Kingdom	100.0000%
196	Henry Schein UK Holdings Limited	I	United Kingdom	100.0000%

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Current as of August 6, 2010

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Schedule 5.14
Subsidiaries and Equity Investments

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership
197	Inter-Dental Equipment Limited	I	United Kingdom	100.0000%
198	Kent Dental Limited	I	United Kingdom	100.0000%
199	Kent Express Limited	I	United Kingdom	100.0000%
200	Minerva Dental Limited	I	United Kingdom	100.0000%
201	Quayle Dental Manufacturing Ltd.	I	United Kingdom	100.0000%
202	Software of Excellence United Kingdom Limited	I	United Kingdom	100.0000%
203	Specorder Limited	I	United Kingdom	100.0000%
204	Zahn Dental Supplies Limited	I	United Kingdom	100.0000%
205	Dental Systems Design Limited	I	United Kingdom	100.0000%
206	Software of Excellence UK Holdings Limited	I	United Kingdom	100.0000%
207	Porter Nash Limited	I	United Kingdom	100.0000%
208	Encable Limited	I	United Kingdom	100.0000%
209	Quality Clinical Reagents Limited	I	United Kingdom	25.0000%
210	Henry Schein Practice Solutions Inc.	D	Utah	100.0000%
211	General Injectables & Vaccines, Inc.	D	Virginia	100.0000%
212	Insource, Inc.	D	Virginia	100.0000%
213	Henry Schein PPT, Inc.	D	Wisconsin	100.0000%

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CONFIDENTIAL
Schedule 5.14(b)
See Schedule 5.14(a)

CONFIDENTIAL
Schedule 5.14(c)
None

Schedule 10.2
Existing Liens

Loans/FX Arrangements

Entity	Lien holder	Type of Lien	Amount of Lien
Sandgnat	Bank of America	Security Interest/ deposit arrangement	$ 350,000
Henry Schein Regional Pty Ltd	ANZ	Floating Charge - Guarantee	2,379,000
Henry Schein Regional Pty Ltd	ANZ	Floating Charge – Lease	307,000
Total			**$ 3,036,000**
Capital Leases			
Henry Schein Canada Inc.			$ 4,237
Henry Schein Dunlops (UK)			409,573
Australia/New Zealand			297,534
Ortho Organizers			25,424
Henry Schein Hong Kong			7,251
Germany – several entities			65,787
Henry Schein Espana, S.A.			6,925
Henry Schein UK Holdings			78,641
Camlog International			3,084,748
Software of Excellence Int'l Ltd			27,232
Butler Schein Animal Health Group			1,050,012
Total			**$ 5,057,364**

Existing Liens/Security Deposits

LOCATION	PAYEE	AMOUNT OF SEC. DEPOSIT
LEASES IN EFFECT ON A MONTH TO MONTH BASIS		
LEASE EXPIRES 2010		
TULSA, OK	HELMERICH & PAYNE, INC.	$ 1,496.00
TUCSON, AZ	GRANT ROAD INDUSTRIAL	$ 1,606.50
URBANDALE, IA	BP JOHNSON	$ 1,371.69
LEASE EXPIRES 2011		
CHICAGO, IL	GREENPOINT BUSINESS PARK INVESTORS	$ 10,350.00
FAIRHOPE, AL	PROJECT 64 LLC	$ 5,127.50
IRMO, SC	ROGER E CROUCH / MATRIX MEDICAL	$ 6,600.00
GRAND PRAIRIE, TEXAS	PADDOK PARTNERSHIP/BRADFORD MNGMT	$ 1,545.83
FIRST INDUSTRIAL	SECURITY DEPOSIT	$ 10,620.00
SPARKS, NV	PROLOGIS TRUST	$ 29,090.40
DEL MAR, CA	CHARNHOLM & ASSOCIATED	$ 2,650.00
CINCINATTI, OH	DUKE REALTY CORPORATION	$ 7,100.00
ELLICOT CITY/BALTIMORE, MD	MERRITT PROPERTIES LLC	$ 1,666.17
RALEIGH, NC	PYLON, INC.	$ 4,300.00
HUNTSVILLE, AL	FSG PARTNERS	$ 3,057.75
SOUTH JORDAN, UT	PHEASANT HOLLOW BUSINESS PARK LLC	$ 10,000.00
HOUSTON, TX	NORTHWEST TECHNICAL CENTER	$ 2,718.90
SAN ANTONIO, TX	WATCH OMEGA HOLDINGS	$ 2,232.00
WILSONVILLE, OR	BERRY TRUST	$ 4,087.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 7,873.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 1,725.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 4,011.71
SAN-JOSE, CA	BLANCHARD FAMILY L.P.	$ 3,185.00
S. SAN FRANCISCO, CA	HYDING OFFICE PARK / PACIFIC GAS AND ELECTRIC	$ 4,800.50
LEASE EXPIRES 2012		
OMAHA, NE	PROGRESS WEST CORP.	$ 1,144.00
COLOMBUS, OH	TRIANGLE REAL ESTATE	$ 5,850.00
WILLIAMSVILLE, NY	REALMARK PROPETY	$ 850.00
MANDEVILLE, LA	RR VENTURES	$ 13,703.67
JUPITER, FL	PARK PLAZA	$ 2,019.14
LIVERMORE, CA	PROPERTY RESERVE/SPIEKER PROPERTIES	$ 11,656.00
WESTCHESTER, PA	WOOD DUCK REAL ESTATE	$ 11,056.10
11604 SW 15TH ST., AUBURN, WA 98011	OPUS NORTHWEST MANAGEMENT	$ 5,686.00

FORT WAYNE, IN	JOHN LINK & STEPHEN GUSCHING	$	2,500.00
E. SYRACUSE, NY	OLIVA PROPERTIES	$	1,909.38
LEASE EXPIRES 2013			
HOLLAND, OH	ESTATE OF J. THOMAS	$	3,208.33
GAITHERSBURGH, MD	HALCYON ASSOCIATES	$	9,062.50
ELKRIDGE, MD	MIE PROPERTIES, INC.	$	27,960.72
LAKE MARY, FL	TRIDENT	$	5,000.00
BOISE, ID	MOUNTAIN WEST INVESTMENTS	$	3,600.00
GRAPEVINE, TX	PRUCROW/JACSONVILLE ELEC. COMPANY	$	44,000.00
JACKSON, MS	PROGRESSIVE MANAGEMENT CORP	$	5,459.00
LITTLE ROCK, AR	BOEN BUILDING II	$	3,061.79
DORAL, FL	AMB – HTD BEACON CENTER	$	7,198.00
LEASE EXPIRES 2014			
PELHAM, NY	RECKSON OPERATING PARTNERSHIP	$	45,960.75
LEXINGTON, KY	AMTEK/RON TURNER	$	6,340.50
SOLON, OH	CHELM PROPERTIES, INC	$	6,727.40
ALBUQUERQUE, NM	GOPHER BAROUQE LLC	$	3,100.00
HONOLULU, HI	GGP ALA MOANA L.L.C.	$	4,229.14
LEASE EXPIRES 2015			
BALTIMORE, MD	MERRIT HF, LLC	$	7,198.00
ATLANTA, GA	FIRST CAL INDUSTRIES	$	19,226.26
LOUISVILLE, KY	OAKLAND LIMITED PARTNERSHIP	$	4,709.42
OTHER			
AMERISOURCE BERGEN (B)	SECURITY DEPOSIT	$	1,000,000.00
HSE CHARD PER INTL	SECURITY DEPOSIT	$	19,327.06
	Deutsche Bank, Frankfurt	$	84,611.91
	Twin Palms Building	$	1,650.00
	State University of New York at Stony Brook	$	437.50
	Darby Dnetal Laboratory Supply Co., Inc.	$	6,000.00
	Best Properties	$	6,000.00
	Autoridad De Energia Eletrica	$	6,000.00
	Rudolf Amman	$	4,000.00
	United Water	$	300.00
	COM Ed	$	3,723.33
	FX McRory’s	$	13,742.46
	Amerisource Bergen	$	300,000.00
	Carlsbad, CA	$	125,000.00
	BrainTree	$	22,129.00
	Total	$	1,982,552.31

Schedule 10.3
Existing Indebtedness

$320,000,000 Term Loan Note with Butler Animal Health Supply, LLC as Borrower (of which $37.5 million was provided by Henry Schein, Inc.) ("Butler Schein Note").

Butler Schein Note		280,331,750
Other[1]		3,501,780
	$	283,833,530

[1] Predominantly loans owed to minority shareholders in Henry Schein Israel.

Schedule 10.8
Existing Restrictive Agreements

- $400,000,000 Credit Agreement among Henry Schein, Inc., the several Lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Marlets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents dated September 5, 2008.

- $320,000,000 Term Loan with Butler Animal Health Supply, LLC as Borrower (of which $37.5 million was provided by Henry Schein, Inc.).

- $250,000,000 Private Shelf Facility among Henry Schein, Inc. and Prudential Investment Management, Inc. dated August 9, 2010

EXHIBIT A

[FORM OF NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

[NAME OF COMPANY]

_____% SENIOR NOTE, SERIES ____, DUE _____

No. «No» PPN: «No»

ORIGINAL PRINCIPAL AMOUNT: $«----------»
ORIGINAL ISSUE DATE: _____
INTEREST RATE: (Rate)%
INTEREST PAYMENT DATES: [March 1, June 1, September 1 and December 1], of each year, commencing _____
FINAL MATURITY DATE: _____
PRINCIPAL PREPAYMENT DATES AND AMOUNTS: [Entire principal amount payable at final maturity]

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to «PURCHASER», or registered assigns, the principal sum of «WRITTEN_AMOUNT» ($«----------») DOLLARS on the Final Maturity Date specified above, with interest (computed on the basis of a 360-day year-30-day month) (a) on the unpaid balance thereof at the Interest Rate per annum specified above, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) on any overdue payment (including any overdue prepayment) of principal, any overdue payment of Make-Whole Amount and any overdue payment of interest, payable on each Interest Payment Date as aforesaid (or, at the option of the registered holder hereof, on demand), at a rate per annum from time to time equal to the greater of (i) 1% over the Interest Rate specified above or (ii) 1% over the rate of interest publicly announced by JPMorgan Chase Bank from time to time in New York City as its prime rate.

Payments of principal, Make-Whole Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank in New York City or at such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to a Master Note Facility, dated as of August 9, 2010 (as it may be amended, modified or supplemented, the "Agreement"), among the Company, on the one hand, and New York Life Investment Management, LLC, the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

[On _____, 2[___] and on each _____ thereafter, to and including _____, the Company will prepay $[_____] in principal amount (or such lesser principal amount as shall then be outstanding) of the Notes at par and without payment of Make Whole Amount or any premium.]

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

Henry Schein, Inc.

By _____
[Title]

EXHIBIT B

[FORM OF REQUEST FOR PURCHASE]

[NAME OF COMPANY]

Reference is made to the Master Note Facility (the "Agreement"), dated as of August 9, 2010, among HENRY SCHEIN, INC. (the "Company"), on the one hand, and New York Life Investment Management LLC ("New York Life"), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand. Capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the Agreement.

Pursuant to Section 2.4 of the Agreement, the Company hereby makes the following Request for Purchase:

1. Aggregate principal amount of the Notes covered hereby (the "Notes") $[2]

2. Individual specifications of the Notes:

Principal Amount	Final Maturity Date[3]	Principal Prepayment Dates and Amounts[4]	Interest Payment Period[5]

[2] Minimum principal amount of $20,000,000.

[3] Final maturity not to exceed [15] years.

[4] Average life not to exceed [12] years.

[5] Specify quarterly or semi-annually.

3. Use or uses of proceeds of the Notes:

4. Proposed day for the closing of the purchase and sale of the Notes:

5. [Schedules 5.11 and 5.14 to the Agreement are to be updated in connection with the issuance of the Notes are restated in full, in the form attached hereto (the "Updated Schedules"), and marked to show changes from the existing corresponding Schedules to the Agreement.]

6. The Company certifies (a) that the representations and warranties contained in Section 5 of the Agreement, [after giving effect to the replacement of Schedules 5.11 and 5.14 to the Agreement with the Updated Schedules], are true in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) on and as of the date of this Request for Purchase except to the extent of changes caused by the transactions contemplated in the Agreement and except as the schedules to the Agreement have been modified by written supplements delivered by the Company to the Purchasers, and (b) that there exists on the date of this Request for Purchase no Default or Event of Default and, after giving effect to the issuance of Notes on the proposed Closing Date, no Default or Event of Default shall have occurred and be continuing.

Dated:

Henry Schein, Inc.

By:
Name:
Title:

EXHIBIT A

[Attach any Schedules to be updated, blacklined to show changes]

EXHIBIT C

[FORM OF CONFIRMATION OF ACCEPTANCE]

HENRY SCHEIN, INC.

Reference is made to the Master Note Facility (the "Agreement"), dated as of August 9, 2010, among HENRY SCHEIN, INC. (the "Company"), on the one hand, and New York Life Investment Management LLC ("New York Life"), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand. All terms used herein that are defined in the Agreement have the respective meanings specified in the Agreement.

The New York Life Affiliate which is named below as a Purchaser of Notes hereby makes the representations as to such Notes set forth in Section 6 of the Agreement, and agrees to be bound by the Agreement.

Pursuant to Section 2.6 of the Agreement, an Acceptance with respect to the following Accepted Notes is hereby confirmed:

1. Accepted Notes: Aggregate principal amount $_____

(A) (a) Name of Purchaser:
(b) Principal amount:
(c) Final maturity date:
(d) Principal prepayment dates and amounts:
(f) Interest rate:
(g) Interest payment period[6]:
(h) Payment and notice instructions: As set forth on attached Purchaser Schedule

_____

[6] Specify quarterly or semi-annually.

(B) (a) Name of Purchaser:
(b) Principal amount:
(c) Final maturity date:
(d) Principal prepayment dates and amounts:

(f) Interest rate:
(g) Interest payment period:
(h) Payment and notice instructions: As set forth on attachedPurchaser Schedule

[(C), (D) Same information as above.]

2. Closing Date:

Dated:

HENRY SCHEIN, INC.
By:
Name:
Title:

NEW YORK LIFE INSURANCE COMPANY

By:
Name:
Title:

By:
Name:
Title:

[NEW YORK LIFE AFFILIATE]

By:
Name:
Title:

EXHIBIT D

[SUBJECT TO ONGOING REVIEW AND COMMENT BY THE PROSKAUER OPINION COMMITTEE]

FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY

The following opinions are to be provided by special counsel for the Company, subject to customary assumptions, definitions, limitations and qualifications in form and substance reasonably satisfactory to the Purchasers. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Master Note Facility (the "**Agreement**"), dated as of August 9, 2010, between Henry Schein, Inc. (the "**Company**"), on the one hand, and New York Life Investment Management LLC ("**New York Life**") and each New York Life Affiliate which becomes party thereto, on the other hand.

The Company (i) is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and (ii) has all requisite corporate power and authority to issue and sell the Notes, to execute and deliver the Agreement and the Notes and to perform the provisions thereof.

[Each Guarantor (i) is a [●][7] duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and (ii) has all requisite [●][8] power and authority to execute and deliver its Guaranty Agreement and to perform the provisions thereof.][9]

The Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

The Notes issued on the Closing Date with respect to which the opinion is being delivered, have been duly authorized, executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

[Each Guaranty Agreement pursuant to which the Notes are guaranteed has been duly authorized, executed and delivered by the applicable Guarantor and constitutes a legal, valid and binding agreement of that Guarantor, enforceable against that Guarantor in accordance with its terms.][10]

---

7 Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

8 Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

9 Opinion regarding Guarantors will be limited to only those Guarantors at such Closing Date organized in Delaware or a jurisdiction in which Proskauer then admitted to practice

10 If all purchasers of Notes from time to time under the Master Facility have previously received opinions as to Guaranty Agreements, this opinion not required with respect to subsequent note issuances.

Assuming the accuracy of the representations and warranties of the Purchasers in Section 6 of the Purchase Agreement, no consent, approval, authorization or order of, or filing, registration, qualification, license or permit of or with, any federal or New York court or governmental agency, body or authority or administrative agency, or with any Delaware court or arbitrator or governmental or regulatory authority in each case pursuant to the DGCL, is required for (i) the execution, delivery or performance by the Company of the Agreement or the Notes on the Closing Date or the issuance of the Notes on the Closing Date or (ii) the execution, delivery or performance by any Guarantor of its Guaranty Agreement on the Closing Date, except (a) for those which failure to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (b) such as have been or will be obtained and made on or prior to the Closing Date.

The execution, delivery and performance by the Company of the Agreement and the Notes, the issuance of the Notes, and the execution, delivery and performance by the Guarantors of their Guaranties will not (i) breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Restricted Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument listed on Annex B to such opinion (which shall include all Principal Debt Facilities), (ii) violate the provisions of the Charter or By-laws of the Company or any Guarantor or (iii) violate the laws of the State of New York, the Delaware General Corporation Law or any federal law, rule or regulation of the United States of America or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority known to such counsel, applicable to the Company or any Guarantor.

No (i) registration under the Securities Act of 1933, as amended, of the Notes or the Guarantees thereof or (ii) qualification of an indenture in respect of the Notes under the Trust Indenture Act of 1939, as amended, is required for the sale of the Notes to the Purchaser as contemplated by the Note Purchase Agreement, assuming the accuracy of the Purchaser's representations contained in Section 6 of the Purchase Agreement or the Company's representations contained in Section 5.17 of the Purchase Agreement.

Neither the issuance and sale of the Notes and the Guaranties, on the Closing Date with respect to which the opinion is being delivered, nor the application of the proceeds thereof by the Company in a manner consistent with the requirements of the Note Purchase Agreement will violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.

The Company is not an “investment company” or, to the knowledge of such counsel, a Person “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Exhibit 4.2

Execution Version

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

HENRY SCHEIN, INC.

$250,000,000

Private Shelf Facility

_____

PRIVATE SHELF AGREEMENT

_____

Dated August 9, 2010

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Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747

$250,000,000 Private Shelf Facility

AUGUST 9, 2010

TO PRUDENTIAL INVESTMENT MANAGEMENT, INC. ("**Prudential**")

TO EACH OTHER PRUDENTIAL AFFILIATE WHICH BECOMES BOUND BY THIS AGREEMENT AS HEREINAFTER PROVIDED (each a "**Purchaser**" and collectively, the "**Purchasers**")

Ladies and Gentlemen:

Henry Schein, Inc., a Delaware corporation (the "**Company**"), agrees with Prudential and each of the Purchasers as follows:

1. AUTHORIZATION OF NOTES.

The Company may, from time to time, authorize the issue of its senior promissory notes (the "**Shelf Notes**", such term to include any such notes issued in substitution thereof pursuant to Section 14) in an aggregate principal amount not to exceed $250,000,000, to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than 15 years after the date of original issuance thereof, to have an average life, in the case of each Shelf Note so issued, of no more than 12 years after the date of original issuance thereof, to bear interest on the unpaid balance thereof from the date thereof at the rate per annum, and to have such other particular terms, as shall be set forth, in the case of each Shelf Note so issued, in the Confirmation of Acceptance with respect to such Note delivered pursuant to Section 2.5, to be substantially in the form of Exhibit 1 attached hereto. The terms "**Note**" and "**Notes**" as used herein shall include each Shelf Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any such Note pursuant to any such provision. Notes which have (i) the same final maturity, (ii) the same principal prepayment dates, (iii) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (iv) the same interest rate, (v) the same interest payment dates, (vi) the same interest payment periods, and (vii) the same date of issuance (which, in the case of a Note issued in exchange for another Note, shall be deemed for these purposes the date on which such Note's ultimate predecessor Note was issued), are herein called a "**Series**" of Notes. Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

2. SALE AND PURCHASE OF SHELF NOTES.

2.1. Facility. Prudential is willing to consider, in its sole discretion and within limits which may be authorized for purchase by Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the "**Facility**". At any time, the aggregate principal amount of Shelf Notes stated in Section 1, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement prior to such time, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the "**Available Facility Amount**" at such time. **NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES BY PRUDENTIAL AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.**

2.2. Issuance Period. Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) the third anniversary of the date of this Agreement (or if such anniversary date is not a Business Day, the Business Day next preceding such anniversary) and (ii) the thirtieth day after Prudential shall have given to the Company, or the Company shall have given to Prudential, a written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day). The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the "**Issuance Period**".

2.3. Request for Purchase. The Company may from time to time during the Issuance Period make requests for purchases of Shelf Notes (each such request being herein called a "**Request for Purchase**"). Each Request for Purchase shall be made to Prudential by fax, email or overnight delivery service, and shall (i) specify the aggregate principal amount of Shelf Notes covered thereby, which shall not be less than $5,000,000 and not be greater than the Available Facility Amount at the time such Request for Purchase is made, (ii) specify the principal amounts, final maturities and principal prepayment dates and amounts of the Shelf Notes covered thereby, (iii) specify the use of proceeds of such Shelf Notes, (iv) specify whether interest payments are to be made quarterly or semi-annually, (v) specify the proposed day for the closing of the purchase and sale of such Shelf Notes, which shall be a Business Day during the Issuance Period not less than 10 days and not more than 30 days after the making of such Request for Purchase, (vi) specify the number of the account and the name and address of the depository institution to which the purchase prices of such Shelf Notes are to be transferred on the Closing Day for such purchase and sale, (vii) certify that the representations and warranties contained in Section 5 are true in all material respects on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Event of Default or Default, and (vii) be substantially in the form of Exhibit 2 attached hereto. Each Request for Purchase shall be in writing signed by the Company and shall be deemed made when received by Prudential.

2.4. Rate Quotes. Not later than five Business Days after the Company shall have given Prudential a Request for Purchase pursuant to Section 2.3, Prudential may, but shall be under no obligation to, provide to the Company by telephone, fax or e-mail, in each case between 9:30 A.M. and 1:30 P.M. New York City local time (or such later time as Prudential may elect) interest rate quotes for principal amounts, maturities and principal prepayment schedules and interest payment periods (whether quarterly or semi-annually) of Shelf Notes specified in such Request for Purchase (each such interest rate quote provided in response to a Request for Purchase herein called a "**Quotation**"). Each Quotation shall represent the interest rate per annum payable on the outstanding principal balance of such Shelf Notes at which Prudential or a Prudential Affiliate would be willing to purchase such Shelf Notes at 100% of the principal amount thereof.

2.5. Acceptance. Within the Acceptance Window, an Authorized Officer of the Company may, subject to Section 2.6, elect to accept on behalf of the Company a Quotation as to the aggregate principal amount of the Shelf Notes specified in the related Request for Purchase (each such Shelf Note being herein called an "**Accepted Note**" and such acceptance being herein called an "**Acceptance**"). The day the Company notifies Prudential of an Acceptance with respect to any Accepted Notes is herein called the "**Acceptance Day**" for such Accepted Notes. Any Quotation as to which Prudential does not receive an Acceptance within the Acceptance Window shall expire, and no purchase or sale of Shelf Notes hereunder shall be made based on any such expired Quotation. Subject to Section 2.6 and the other terms and conditions hereof, the Company agrees to sell to a Prudential Affiliate, and Prudential agrees to cause the purchase by a Prudential Affiliate of, the Accepted Notes at 100% of the principal amount of such Notes. As soon as practicable following the Acceptance Day, the Company, Prudential and each Prudential Affiliate which is to purchase any such Accepted Notes will execute a confirmation of such Acceptance substantially in the form of Exhibit 3 attached hereto (herein called a "**Confirmation of Acceptance**"). If the Company should fail to execute and return to Prudential within three Business Days following the Company's receipt thereof a Confirmation of Acceptance with respect to any Accepted Notes, Prudential may at its election at any time prior to Prudential's receipt thereof cancel the closing with respect to such Accepted Notes by so notifying the Company in writing.

2.6. Market Disruption. Notwithstanding the provisions of Section 2.5, any Quotation provided pursuant to Section 2.4 shall expire if, prior to the time an Acceptance with respect to such Quotation shall have been notified to Prudential in accordance with Section 2.5, in the case of any Shelf Notes, the domestic market for U.S. Treasury securities or derivatives shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities or derivatives. No purchase or sale of Shelf Notes hereunder shall be made based on such expired Quotation. If the Company thereafter notifies Prudential of the Acceptance of any such Quotation, such Acceptance shall be ineffective for all purposes of this Agreement, and Prudential shall promptly notify the Company that the provisions of this Section 2.6 are applicable with respect to such Acceptance.

2.7. Fees.

(a) **Structuring Fee**. In consideration for the time, effort and expense involved in the preparation, negotiation and execution of this Agreement, at the time of the execution and delivery of this Agreement by the Company and Prudential, the Company will pay to Prudential in immediately available funds a fee (herein called the "**Structuring Fee**") in the amount of $75,000.

(b) **Delayed Delivery Fee**. If the closing of the purchase and sale of any Accepted Note is delayed for any reason beyond the original Closing Day for such Accepted Note, the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note on the Cancellation Date or actual closing date of such purchase and sale, an amount (herein called the "**Delayed Delivery Fee**") equal to the product of (1) the amount determined by Prudential to be the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the investment rate per annum on an alternative Dollar investment of the highest quality selected by Prudential and having a maturity date or dates the same as, or closest to, the Rescheduled Closing Day from time to time fixed for the delayed delivery of such Accepted Note, (2) the principal amount of such Accepted Note, and (3) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360. In no case shall the Delayed Delivery Fee be less than zero. Nothing contained herein shall obligate any Purchaser to purchase any Accepted Note on any day other than the Closing Day for such Accepted Note, as the same may be rescheduled from time to time in compliance with Section 3.3.

(c) **Cancellation Fee**. If, on or after the Acceptance Day, the Company at any time notifies Prudential in writing that the Company is canceling the closing of the purchase and sale of any Accepted Note, or if Prudential notifies the Company in writing under the circumstances set forth in the last sentence of Section 2.5 or the penultimate sentence of Section 3.2 that the closing of the purchase and sale of such Accepted Note is to be canceled, or if the closing of the purchase and sale of such Accepted Note is not consummated on or prior to the last day of the Issuance Period (the date of any such notification, or the last day of the Issuance Period, as the case may be, being herein called the "**Cancellation Date**"), the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note no later than one Business Day after the Cancellation Date in immediately available funds an amount (the "**Cancellation Fee**") equal to the product of (1) the principal amount of such Accepted Note and (2) the quotient (expressed in decimals) obtained by dividing (y) the excess of the ask price (as determined by Prudential) of the Hedge Treasury Note(s) on the Cancellation Date over the bid price (as determined by Prudential) of the Hedge Treasury Note(s) on the Acceptance Day for such Accepted Note by (z) such bid price, with the foregoing bid and ask prices as reported on the Bridge\Telerate Service, or if such information ceases to be available on the Bridge\Telerate Service, any publicly available source of such market data selected by Prudential, and rounded to the second decimal place.

3. CLOSING.

3.1. Facility Closings. Not later than 11:30 A.M. (New York City local time) on the Closing Day for any Accepted Notes, the Company will deliver to each Purchaser listed in the Confirmation of Acceptance relating thereto at the offices of Prudential Capital Group, 1114 Avenue of the Americas, 30th Floor, New York, NY 10036, Attention: Law Department, or at such other place pursuant to the written directions of Prudential to the Company, the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request for each Series of Accepted Notes to be purchased on the Closing Day, dated the Closing Day and registered in such Purchaser's name (or in the name of its nominee), against payment of the purchase price thereof by transfer of immediately available funds for credit to the Company's account specified in the Request for Purchase of such Notes. Each Shelf Closing are hereafter sometimes each referred to as a "Closing".

3.2. Rescheduled Facility Closings. If the Company fails to tender to any Purchaser the Accepted Notes to be purchased by such Purchaser on the scheduled Closing Day for such Accepted Notes as provided above in Section 3.1, or any of the conditions specified in Section 4 shall not have been fulfilled by the time required on such scheduled Closing Day, the Company shall, prior to 2:00 P.M., New York City local time, on such scheduled Closing Day notify Prudential (which notification shall be deemed received by each Purchaser) in writing whether (a) such closing is to be rescheduled (such rescheduled date to be a Business Day during the Issuance Period not less than one Business Day and not more than 10 Business Days after such scheduled Closing Day (the "**Rescheduled Closing Day**")) and certify to Prudential (which certification shall be for the benefit of each Purchaser) that the Company reasonably believes that it will be able to comply with the conditions set forth in Section 4 on such Rescheduled Closing Day and that the Company will pay the Delayed Delivery Fee in accordance with Section 2.7(b) or (b) such closing is to be canceled. In the event that the Company shall fail to give such notice referred to in the second preceding sentence, Prudential (on behalf of each Purchaser) may at its election, at any time after 2:00 P.M., New York City local time, on such scheduled Closing Day, notify the Company in writing that such closing is to be canceled. Notwithstanding anything to the contrary appearing in this Agreement, the Company may not elect to reschedule a closing with respect to any given Accepted Notes on more than one occasion, unless Prudential shall have otherwise consented in writing.

4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing for such Notes is subject to the fulfillment to such Purchaser's reasonable satisfaction, prior to or at such Closing, of the following conditions:

4.1. Representations and Warranties.

The representations and warranties of the Company in this Agreement shall be correct in all material respects when made and at the time of the applicable Closing (except to the extent of changes caused by the transactions herein contemplated).

4.2. Performance; No Default.

The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at such Closing and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing.

4.3. Compliance Certificates.

(a) Officer's Certificate. The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of such Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled, in the form attached hereto as Exhibit 4.3(a).

(b) Secretary's Certificate. The Company shall have delivered to such Purchaser a certificate of its Secretary or an Assistant Secretary, dated the date of such Closing, certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Notes and this Agreement, in the form attached hereto as Exhibit 4.3(b).

4.4. Opinions of Counsel.

Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the date of such Closing (a) from Proskauer Rose LLP, counsel for the Company, substantially in the form set forth in Exhibit 4.4(a) and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from Bingham McCutchen LLP (or such other special counsel designated by Prudential), the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

4.5. Purchase Permitted By Applicable Law, Etc.

On the date of such Closing such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof.

4.6. Sale of Other Notes.

Contemporaneously with such Closing the Company shall sell to each other Purchaser and each other Purchaser shall purchase the Notes to be purchased by it at such Closing as specified in the applicable Confirmation of Acceptance.

4.7. Payment of Fees.

(a) Without limiting the provisions of Section 15.1, the Company shall have paid to Prudential and each Purchaser on or before such Closing any fees due it pursuant to or in connection with this Agreement, including any Structuring Fee due pursuant to Section 2.7(a) and any Delayed Delivery Fee due pursuant to Section 2.7(b); the Structuring Fee being due and payable on the date hereof.

(b) Without limiting the provisions of Section 15.1, the Company shall have paid on or before such Closing reasonable, documented and invoiced fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to such Closing.

4.8. Private Placement Number.

A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for such Notes.

4.9. Changes in Corporate Structure.

Following the date of the most recent financial statements referred to in Section 5.5, except as otherwise permitted pursuant to Section 10.2, the Company shall not have changed its jurisdiction of incorporation or organization, as applicable, and prior to the first Closing, except as provided in Section 10.2, the Company shall not have been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity.

4.10. Subsidiary Guarantees.

Each Subsidiary Guarantor at the time of each Closing (other than the first Closing hereunder) shall have delivered to Prudential a confirmation of subsidiary guarantee substantially in the form of Exhibit 4.10 hereto executed by each such Subsidiary Guarantor.

4.11. Proceedings and Documents.

All corporate authorizations by the Company required for the transactions contemplated by this Agreement and for the execution of all documents and instruments required to consummate such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that no such supplement to any representation or warranty applicable to any particular Closing Day shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Day or any determination of the falseness or inaccuracy thereof pursuant to Section 11(e). The Company represents and warrants to each Purchaser that:

5.1. Organization; Power and Authority.

The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation, where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

5.2. Authorization, Etc.

This Agreement and the Notes have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof each Note will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. Disclosure.

This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.5 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the applicable Closing Day being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.3, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("**EDGAR**").

5.4. Organization and Ownership of Shares of Subsidiaries; Affiliates.

(a) Schedule 5.4 contains (except as noted therein) complete and correct lists (i) of the Company's Subsidiaries, showing, as to each Subsidiary, the correct name thereof, the jurisdiction of its organization, whether such Subsidiary is a Restricted Subsidiary or Unrestricted Subsidiary, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary and (ii) of the Company's directors and senior officers, in each case as of the date of this Agreement.

(b) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary have been validly issued, are fully paid and nonassessable and are owned by the Company or another Subsidiary free and clear of any Lien (except as otherwise disclosed in Schedule 5.4 or permitted by Section 10.5).

(c) Each Subsidiary is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where legally applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts.

(d) No Subsidiary is a party to, or otherwise subject to any legal, regulatory, contractual or other restriction (other than this Agreement, the agreements listed on Schedule 5.4 and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar distributions of profits to the Company or any of its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

(e) Each of Consolidated EBITDA and Adjusted Consolidated Total Assets represents not less than 85% of the consolidated earnings before interest, tax, depreciation and amortization of the Company and its Subsidiaries (calculated on the same basis as Consolidated EBITDA as determined as of the last day of the last four fiscal quarter period of the Company then last ended (taken as one accounting period)) and Consolidated Total Assets (as of the end of the most recently ended fiscal quarter), respectively.

5.5. Financial Statements; Material Liabilities.

The Company has delivered to each Purchaser of any Accepted Notes the following financial statements identified by a principal financial officer of the Company: (a) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the last day of each of the three fiscal years of the Company most recently completed prior to the date as of which this representation is made or repeated to such Purchaser (other than fiscal years completed within 90 days prior to such date for which audited financial statements have not been released) and consolidating and consolidated statements of operations, cash flows and stockholders' equity of the Company and its consolidated Subsidiaries for each such year, all reported on by BDO Seidman, LLP and (ii) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the end of the quarterly period (if any) most recently completed prior to such date and after the end of such fiscal year (other than quarterly periods completed within 45 days prior to such date for which financial statements have not been released) and the comparable quarterly period in the preceding fiscal year and consolidating and consolidated statements of operations, cash flows and stockholders' equity for the periods from the beginning of the fiscal years in which such quarterly periods are included to the end of such quarterly periods, prepared by the Company. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the consolidated results of their operations and cash flows for the respective periods indicated and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto). The Company shall be deemed to satisfy the delivery requirements of this Section 5.5 if the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as applicable, each prepared in accordance with the requirements therefor and filed with the Securities and Exchange Commission, are made available on EDGAR.

5.6. Compliance with Laws, Other Instruments, Etc.

The execution, delivery and performance by the Company of this Agreement and the Notes will not:

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, (i) the corporate charter or by-laws of the Company or any Subsidiary, or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary; or

(c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.7. Governmental Authorizations, Etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Notes, except such filings as might be required to perfect any Liens granted to the holders of the Notes.

5.8. Litigation; Observance of Agreements, Statutes and Orders.

(a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including, without limitation, Environmental Laws or the USA Patriot Act) of any Governmental Authority, which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.9. Taxes.

The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Restricted Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP.

5.10. Title to Property; Leases.

Each of the Company and its Restricted Subsidiaries have good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary and used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.11. Licenses, Permits, Etc.

(a) The Company and its Restricted Subsidiaries own or possess in all material respects all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others.

(b) To the best knowledge of the Company, no product of the Company or any of its Restricted Subsidiaries infringes in any Material respect any license, permit, franchise, authorization, patent, copyright, proprietary software, service mark, trademark, trade name or other right owned by any other Person.

(c) To the best knowledge of the Company, there is no Material violation by any Person of any right of the Company or any of its Restricted Subsidiaries with respect to any patent, copyright, proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Restricted Subsidiaries.

5.12. Compliance with ERISA.

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 401(a)(29) or 412 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by an amount that could reasonably be expected to result in a Material Adverse Effect. The term "benefit liabilities" has the meaning specified in section 4001 of ERISA and the terms "current value" and "present value" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material or has otherwise been disclosed in the most recent audited financial statements.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

5.13. Private Offering by the Company.

Prior to such Closing Day, neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers and other Institutional Investors, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

5.14. Use of Proceeds; Margin Regulations.

The Company will apply the proceeds of the sale of the Shelf Notes as set forth in the applicable Request for Purchase. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 5% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

5.15. Existing Indebtedness.

Neither the Company nor any of its Subsidiaries has outstanding any Indebtedness except as permitted by Section 10.6.

5.16. Foreign Assets Control Regulations, Etc.

(a) Neither the sale of the Notes by the Company hereunder nor its use of the proceeds thereof will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

(b) Neither the Company nor any Subsidiary (i) is a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (ii) engages in any dealings or transactions with any such Person. The Company and its Subsidiaries are in compliance, in all material respects, with the USA Patriot Act.

(c) No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to the Company.

5.17. Status under Certain Statutes.

Neither the Company nor any Subsidiary is governed by the Investment Company Act of 1940, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

5.18. Environmental Matters.

(a) Neither the Company nor any Subsidiary has actual knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted raising any claim against the Company or any of its Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them or other assets, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has actual knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from or occurring on real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them and has not disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect; and

(d) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

5.19. Ranking of Obligations.

The Company's payment obligations under this Agreement and the Notes will, upon issuance of the Notes, rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

6. REPRESENTATIONS OF THE PURCHASERS.

6.1. Purchase for Investment.

Each Purchaser severally represents that it is an "accredited investor" within the meaning of Regulation D under the Securities Act and that it is purchasing the Notes purchased by it hereunder for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser's or such pension or trust funds' property shall at all times be within such Purchaser's or their control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to and has no intention to register the Notes.

6.2. Source of Funds.

Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "**Source**") to be used by such Purchaser to pay the entire purchase price of the Notes to be purchased by it hereunder:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("**PTE**") 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the "**NAIC Annual Statement**")) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser's state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part V of PTE 84-14 (the "**QPAM Exemption**")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part V of the QPAM Exemption), no employee benefit plan's assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of "control" in Section V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Section IV of PTE 96-23 (the "**INHAM Exemption**")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Section IV(d) of the INHAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms "employee benefit plan," "governmental plan," and "separate account" shall have the respective meanings assigned to such terms in section 3 of ERISA.

7. INFORMATION AS TO COMPANY.

7.1. Financial and Business Information.

The Company shall deliver to Prudential and each holder of Notes that is an Institutional Investor:

(a) Quarterly Statements -- promptly after the same are available and in any event within 45 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year) (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries, and of the Company and the Restricted Subsidiaries, as at the end of each such quarter, and

(ii) consolidated and consolidating statements of operations and of cash flows of the Company and its Subsidiaries, and of the Company and the Restricted Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding period in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from normal, recurring, year end audit adjustments and the absence of GAAP notes thereto;

(b) Annual Statements -- promptly after the same are available and in any event within 90 days after the end of each fiscal year of the Company (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries, and of the Company and the Restricted Subsidiaries, as at the end of such year, and

(ii) consolidated and consolidating statements of operations and stockholders' equity and of cash flows of the Company and its Subsidiaries, and of the Company and the Restricted Subsidiaries, for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by, in respect of such financial statements of the Company and its consolidated Subsidiaries:

(A) an opinion thereon of BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Holders, which opinion shall not contain any qualification arising out of the scope of the audit and shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances,

(B) an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to Prudential and each holder of Notes that is an Institutional Investor, and

(C) a certificate of such accountants stating whether they obtained knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(c) SEC and Other Reports -- promptly upon their becoming available, one copy of (i) each financial statement, report, circular, notice or proxy statement or similar document sent by the Company or any Restricted Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally, and (ii) each regular or periodic report, each registration statement (without exhibits except as expressly requested by such holder), and each prospectus and all amendments thereto filed by the Company or any Restricted Subsidiary with the Securities and Exchange Commission or any similar Governmental Authority or securities exchange and of all press releases and other statements made available generally by the Company or any Restricted Subsidiary to the public concerning developments that are Material;

(d) Notice of Default or Event of Default -- promptly and in any event within five Business Days after a Responsible Officer obtaining actual knowledge of the existence of any Default or Event of Default or that any applicable creditor has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 11(f), a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) Employee Benefit Matters -- promptly and in any event within fifteen days after a Responsible Officer obtaining actual knowledge of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) Notices from Governmental Authority -- promptly, and in any event within 30 days of receipt thereof, copies of any notice to the Company or any Subsidiary from any Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect;

(g) Material Adverse Effect -- promptly and in any event within five Business Days of a Responsible Officer obtaining actual knowledge of any development that results in, or could reasonably be expected to result in, a Material Adverse Effect, a written notice setting forth the nature thereof and the action, if any, that the Company proposes to take with respect thereto; and

(h) Requested Information -- with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Restricted Subsidiaries or relating to the ability of the Company to perform its obligations hereunder and under the Notes as from time to time may be reasonably requested by any such holder of Notes, including information readily available to the Company explaining the Company's financial statements if such information has been requested by the SVO in order to assign or maintain a designation of the Notes.

The Company shall have satisfied the reporting obligations under clauses (a), (b) and (c) of this Section 7.1 if it shall have made the information required by such clauses available on EDGAR in accordance with the time periods specified in such clauses.

7.2. Officer's Certificate.

Each set of financial statements delivered to Prudential or a holder of Notes pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth:

(a) Covenant Compliance — (i) the information required in order to establish whether the Company was in compliance with the requirements of Section 9.9(b), and Section 10.9 (including reasonably detailed calculations) and (ii) a certification by the Senior Financial Officer that the Company was in compliance with the requirements of Section 10.5(o), Section 10.6(a), (b)(vi) and (b)(vii) and Section 10.7(g)(iii) during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence); and

(b) Event of Default — a statement that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a reasonable and customary review of the transactions and conditions of the Company and its Restricted Subsidiaries from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Restricted Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

7.3. Visitation.

The Company shall permit the representatives of each holder of Notes that is an Institutional Investor:

(a) No Default — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company during regular business hours, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Restricted Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; provided that each holder of Notes that is an Institutional Investor shall make reasonable efforts to coordinate any such visit with Prudential and any other holder of Notes that is an Institutional Investor such that each holder will attempt to conduct its visit during the same period of time as other holders conducting visits; and

(b) Default — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

7.4. Limitation on Disclosure Obligation.

The Company shall not be required to disclose the following information pursuant to Section 7.1(c), 7.1(j) or 7.3:

(a) information that the Company determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of Section 20, it would be prohibited from disclosing by applicable law or regulations without making public disclosure thereof; or

(b) information that, notwithstanding the confidentiality requirements of Section 20, the Company is prohibited from disclosing by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding upon the Company and not entered into in contemplation of this clause (b), provided that the Company shall use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and provided further that the Company has received a written opinion of counsel confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement.

Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company will provide such holder with a written opinion of counsel (which may be addressed to the Company) relied upon as to any requested information that the Company is prohibited from disclosing to such holder under circumstances described in this Section 7.4.

8. PAYMENT AND PREPAYMENT OF THE NOTES.

8.1. Maturity.

Each Series of Shelf Notes shall be subject to required prepayments, if any, set forth in the Notes of such Series, provided that upon any partial prepayment of the Shelf Notes of any Series pursuant to Section 8.2, 8.7 or 8.8, the principal amount of each required prepayment of the Shelf Notes of such Series becoming due under this Section 8.1 on and after the date of such prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Shelf Notes of such Series is reduced as a result of such prepayment.

8.2. Optional Prepayments with Make-Whole Amount.

The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, any Series of Notes, in a principal amount of $1,000,000 or any integral multiple of $100,000 in excess thereof in the case of a partial prepayment, at 100% of the principal amount so prepaid, and the Make-Whole Amount determined for the prepayment date with respect to such principal amount. The Company will give each holder of the Series of Notes to be prepaid written notice of each optional prepayment under this Section 8.2 not less than 30 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Series of Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.3), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of the Series of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

8.3. Allocation of Partial Prepayments.

In the case of each partial prepayment of the Notes of any Series pursuant to Section 8.2, the principal amount of the Notes of such Series to be prepaid shall be allocated among all of the Notes of such Series at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

8.4. Maturity; Surrender, Etc.

In the case of each prepayment of Notes of any Series pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

8.5. Purchase of Notes.

The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

8.6. Make-Whole Amount.

The term "**Make-Whole Amount**" means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, provided that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"**Called Principal**" means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8or has become or is declared to be immediately due and payable pursuant to Section 12.1.

"**Discounted Value**" means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"**Reinvestment Yield**" means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Note.

"**Remaining Average Life**" means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"**Remaining Scheduled Payments**" means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, provided that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2, Section 8.7, Section 8.8 or Section 12.1.

"**Settlement Date**" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

8.7. Prepayment on a Change in Control.

(a) The Company shall, promptly upon any Responsible Officer obtaining actual knowledge of the occurrence of a Change in Control, the Company shall give written notice of such fact (the "**Company Notice**") to all holders of the Notes. The Company Notice shall (i) describe the facts and circumstances of such Change in Control in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders hereunder and state that a Change in Control has occurred, (iii) contain an offer by the Company to prepay the entire unpaid principal amount of Notes held by each holder, together with interest thereon to the prepayment date selected by the Company with respect to each Note, plus the Make-Whole Amount with respect thereto, which prepayment shall be on a date specified in the Company Notice and which date shall be a Business Day not less than 30 days and not more than 45 days after such Company Notice is given, (iv) request each holder to notify the Company in writing by a stated date (the "**Change in Control Response Date**"), which date is not less than 30 days after such holder's receipt of the Company Notice, of its acceptance or rejection of such prepayment offer and (v) be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such Company Notice were the date of the prepayment), setting forth the details of such computation. If a holder does not notify the Company as provided above, then the holder shall be deemed to have accepted such offer.

(b) Two Business Days prior to the prepayment date specified in the Company Notice, the Company shall deliver to each holder of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the prepayment date.

(c) On the prepayment date specified in the Company Notice, the entire unpaid principal amount of the Notes held by each holder of Notes who has accepted such prepayment offer (in accordance with paragraph (a) above), together with interest thereon to the prepayment date with respect to each such Note and the Make-Whole Amount with respect thereto shall become due and payable.

8.8. Prepayment in Connection with a Disposition.

(a) If the Company elects to prepay the Notes pursuant to Section 10.7 in connection with any Disposition, the Company shall give written notice of such prepayment (a "**Disposition Prepayment Notice**") to each holder of a Note, which Disposition Prepayment Notice shall (i) describe the facts and circumstances of such Disposition in reasonable detail, (ii) refer to this Section 8.8 and the rights of the holders of Notes hereunder, (iii) identify a date, which shall be no more than 60 days and not less than 5 Business Days after the date of the Disposition Prepayment Notice, on which the Company shall prepay the Pro Rata Portion of the unpaid principal amount of the Notes issued by the Company and held by such holder, together with interest thereon to the prepayment date and Make-Whole Amount, if any (showing in such Disposition Prepayment Notice the amount of the prepayment, the interest and an estimate of the Make-Whole Amount which would be paid on such prepayment date (calculated as if the date of such Disposition Prepayment Notice was the date of prepayment)).

(b) On the prepayment date specified in the Disposition Prepayment Notice, the appropriate portion of unpaid principal amount of the Notes held by each holder of a Note, together with the accrued and unpaid interest thereon to the prepayment date and the Make-Whole Amount, if any, shall become due and payable.

9. AFFIRMATIVE COVENANTS.

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

9.1. Compliance with Law.

Without limiting Section 10.4, the Company will, and will cause each of its Restricted Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations of any Governmental Authority to which each of them is subject, including, without limitation, ERISA, the USA Patriot Act and Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.2. Insurance.

The Company will, and will cause each of its Restricted Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities engaged in the same or a similar business and similarly situated.

9.3. Maintenance of Properties.

The Company will, and will cause each of its Restricted Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties necessary in the operation of their business in good repair, working order and condition (other than ordinary wear and tear), provided that this Section shall not prevent the Company or any Restricted Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.4. Payment of Taxes and Claims.

The Company will, and will cause each of its Restricted Subsidiaries to file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable which, if unpaid, would by law (without satisfaction of any other conditions) become a Lien on properties or assets of the Company or any Restricted Subsidiary (other than Liens permitted under Section 10.5), provided that neither the Company nor any Restricted Subsidiary need pay any such tax, assessment, charge or levy if (i) the amount, applicability or validity thereof is contested by the Company or such Restricted Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Restricted Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Restricted Subsidiary or (ii) the nonpayment of all such taxes, assessments, charges and levies in the aggregate could not reasonably be expected to have a Material Adverse Effect; and

9.5. Corporate Existence, Etc.

Subject to Section 10.2, the Company will at all times preserve and keep in full force and effect its corporate existence. Subject to Sections 10.2 and 10.7, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Restricted Subsidiaries (unless merged into the Company or a Wholly-Owned Restricted Subsidiary) and all rights and franchises of the Company and its Restricted Subsidiaries unless the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

9.6. Books and Records.

The Company will, and will cause each of its Restricted Subsidiaries to, maintain, in all material respects, proper books of record and account in conformity with GAAP and all material applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Restricted Subsidiary, as the case may be.

9.7. Priority of Obligations.

The Company will ensure that its payment obligations under this Agreement and the Notes will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

9.8. Subsidiary Guarantees.

(a) The Company shall promptly cause each Additional Subsidiary Guarantor to execute and deliver a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders.

(b) The Company may, from time to time at its discretion and upon written notice from the Company to the holders of Notes, cause any of its Subsidiaries which are not otherwise Subsidiary Guarantors pursuant to Section 9.8(a) to enter into a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders (an "**Optional Subsidiary Guarantee**"). A Subsidiary that enters into an Optional Subsidiary Guarantee shall be referred to as an "**Optional Subsidiary Guarantor**".

(c) The delivery of a Subsidiary Guarantee by any Subsidiary Guarantor shall be accompanied by the following:

(i) an Officer's Certificate from such Subsidiary Guarantor confirming that (A) the representations and warranties of such Subsidiary Guarantor contained in such Subsidiary Guarantee are true and correct in all material respects, and (B) the guarantee provided under the Subsidiary Guarantee would not cause any borrowing, guaranteeing or similar limit binding on the Subsidiary Guarantor to be exceeded;

(ii) copies of the articles of association or certificate or articles of incorporation, and all other constitutive documents, of such Subsidiary Guarantor, resolutions of the board of directors (and, where applicable, the shareholders) of such Subsidiary Guarantor authorizing its execution and delivery of the Subsidiary Guarantee and the transactions contemplated thereby, and specimen signatures of authorized officers of such Subsidiary Guarantor (in each case, certified as correct and complete copies by the secretary or an assistant secretary (or an equivalent officer) of such Subsidiary Guarantor); and

(iii) a legal opinion, reasonably satisfactory in form, scope and substance to the Required Holders, of independent legal counsel to the effect that, subject to customary qualifications and assumptions, (1) such Subsidiary Guarantor is duly and validly organized and existing under the laws of its jurisdiction of organization and (if applicable in such jurisdiction) is in good standing, (2) such Subsidiary Guarantee has been duly authorized, executed and delivered by such Subsidiary Guarantor, and (3) such Subsidiary Guarantee is enforceable in accordance with its terms.

An original executed counterpart of each such Subsidiary Guarantee shall be delivered to each holder of Notes promptly after the execution thereof.

(d) In the event that an Additional Subsidiary Guarantor at any time ceases to guarantee the obligations of the Company or other Group members under any Principal Credit Facility and is no longer a borrower or other obligor under any Principal Credit Facility, the Company may upon written notice to the holders of the Notes referring to this Section 9.8(d), which notices shall be accompanied by an Officer's Certificate certifying as to the matters set forth in clauses (i) and (ii) below, terminate the Subsidiary Guarantee issued by such Additional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Subsidiary Guarantee), and (ii) no payment by such Subsidiary Guarantor is due under such Subsidiary Guarantor's Subsidiary Guarantee.

(e) The Company may further, from time to time at its sole discretion and upon written notice to the holders of the Notes referring to this Section 9.8(e), which shall be accompanied by an Officer's Certificate certifying as to the matters set forth in sub-paragraphs (i) and (ii) below, terminate an Optional Subsidiary Guarantee issued by an Optional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Optional Subsidiary Guarantee) and (ii) no payment by such Optional Subsidiary Guarantor is due under such Optional Subsidiary Guarantor's Optional Subsidiary Guarantee.

9.9. Designation of Subsidiaries.

(a) Right of Designation. Subject to the satisfaction of the requirements of clauses (b) and (c) of this Section 9.9, the Company shall have the right to designate each of its Subsidiaries acquired or formed after the date hereof as an Unrestricted Subsidiary or a Restricted Subsidiary by delivering to each holder of Notes a writing, signed by the Chief Financial Officer, certifying that the Company shall have so designated such Subsidiary prior to or within 30 days of such acquisition or formation. Any such Subsidiary so designated within such 30 day period shall be deemed to have been an Unrestricted Subsidiary or Restricted Subsidiary, as applicable, as of the date of such acquisition or formation and any such Subsidiary not so designated within such 30 day period shall be deemed, on and after the date of acquisition or formation thereof and without any further action by the Company or any holder of Notes, to have been designated by the Company as a Restricted Subsidiary. Each Subsidiary existing as on the date hereof designated as a Restricted Subsidiary in Schedule 5.4 shall, subject to Section 9(c), be a Restricted Subsidiary on and after the date hereof and all other existing Subsidiaries, if any, listed as a Unrestricted Subsidiary in such Schedule 5.4 shall, subject to Section 9.9(b) hereof, be Unrestricted Subsidiaries on and after the date hererof.

(b) Restricted Subsidiary Coverage. At the time of such designation or redesignation, each of Consolidated EBITDA and Adjusted Consolidated Total Assets must represent not less than 85% of the consolidated earnings before interest, tax, depreciation and amortization of the Company and its Subsidiaries (calculated on the same basis as Consolidated EBITDA as determined as of the last day of the last four fiscal quarter period of the Company then last ended (taken as one accounting period)) and Consolidated Total Assets (as of the end of the most recently ended fiscal quarter), respectively.

(c) Right of Redesignation. The Company may, at any time, redesignate any Unrestricted Subsidiary as a Restricted Subsidiary, or any Restricted Subsidiary as an Unrestricted Subsidiary, *provided*, *however*, that:

(i) if such Subsidiary initially is designated a Restricted Subsidiary, then such Restricted Subsidiary may be subsequently redesignated as an Unrestricted Subsidiary and such Unrestricted Subsidiary may be subsequently redesignated as a Restricted Subsidiary, but no further changes in designation may be made;

(ii) if such Subsidiary initially is designated an Unrestricted Subsidiary, then such Unrestricted Subsidiary may be subsequently redesignated as a Restricted Subsidiary and such Restricted Subsidiary may be subsequently redesignated as an Unrestricted Subsidiary, but no further changes in designation may be made; and

(iii) if immediately after giving effect to such redesignation, and assuming that all obligations, liabilities and investments of, and all Liens on the property of, such Subsidiary being so designated were incurred or made contemporaneously with such designation, no Default or Event of Default exists or would exist.

(d) Pro Forma Effect upon Redesignation. Except as otherwise specifically provided herein, for purposes of determining compliance with the financial covenants contained in this Agreement, any designation or redesignation, as the case may be, shall be given pro forma effect upon such designation or redesignation, such that such Subsidiary shall be included or excluded, as applicable, from the beginning of any applicable period.

(e) Disposition upon Redesignation. The designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be a Disposition of all such Subsidiary's Property by the Company for all purposes of this Agreement; however, Section 10.7(g) shall not apply to such deemed Disposition.

(f) Effectiveness. Other than as set forth in the last two sentences of Section 9.9(a) hereof, any designation under this Section 9.9 that satisfies all of the conditions set forth in this Section 9.9 shall become effective, for purposes of this Agreement, on the day that notice thereof shall have been delivered by the Company to each holder of Notes in accordance with the provisions of Section 18.

10. NEGATIVE COVENANTS.

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

10.1. Transactions with Affiliates.

The Company will not and will not permit any Restricted Subsidiary to enter into directly or indirectly any transaction or group of related transactions (including, without limitation, the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate of the Company, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Company or such Restricted Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Company and any of its Restricted Subsidiaries or between any of its Restricted Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Company and its Restricted Subsidiaries, (c) transactions effected as part of a Receivables Transaction, (d) compensation arrangements of officers and other employees of the Company and its Restricted Subsidiaries entered into in the ordinary course of business or (e) those transactions existing on the date of this Agreement and set forth on Schedule 10.1.

10.2. Merger, Consolidation, Etc.

(a) Except as might otherwise be permitted under Section 10.7, the Company will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

(i) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company organized and existing under the laws of the United States or any State thereof (including the District of Columbia), and, if the Company is not such corporation or limited liability company, (i) such corporation or limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of this Agreement and the Notes and (ii) such corporation or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof; and

(ii) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

No such conveyance, transfer or lease of substantially all of the assets of the Company shall have the effect of releasing the Company or any successor corporation or limited liability company that shall theretofore have become such in the manner prescribed in this Section 10.2(a) from its liability under this Agreement or the Notes.

(b) Except as might otherwise be permitted under Section 10.7, the Company will not permit any Restricted Subsidiary to liquidate, wind up or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

(i) any Restricted Subsidiary may merge with (x) the Company, provided that the Company shall be the continuing or surviving Person, or (y) any one or more Restricted Subsidiaries, provided that (A) when any Wholly-Owned Restricted Subsidiary is merging with another Restricted Subsidiary, such Wholly-Owned Restricted Subsidiary shall be the continuing or surviving Person and (B) when any Foreign Restricted Subsidiary is merging with a Domestic Restricted Subsidiary, such Domestic Restricted Subsidiary shall be the continuing or surviving Person;

(ii) any (x) Restricted Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Company or to a Domestic Restricted Subsidiary; provided that if the transferor in such a transaction is a Wholly-Owned Restricted Subsidiary, then the transferee must also be a Wholly-Owned Restricted Subsidiary; or (y) Foreign Restricted Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Restricted Subsidiary; and

(iii) any Restricted Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Restricted Subsidiary.

10.3. Line of Business.

The Company will not and will not permit any Restricted Subsidiary to engage in any business if, as a result, the general nature of the business in which the Company and its Restricted Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Restricted Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

10.4. Terrorism Sanctions Regulations.

The Company will not and will not permit any Subsidiary to (a) become a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (b) knowingly, after due inquiry, engage in any dealings or transactions with any such Person.

10.5. Liens.

The Company will not and will not permit any Restricted Subsidiary to create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Company or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Company and its Restricted Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of Capital Leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the principal amount of the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to Section 10.6(a);

(h) Liens securing the obligations of the Company under this Agreement and the Notes and/or the obligations of any Subsidiary Guarantor under its Subsidiary Guarantee;

(i) Liens granted by any Restricted Subsidiary in favor of the Company;

(j) judgment Liens securing judgments and other court proceedings not constituting an Event of Default under Section 11(i);

(k) any Lien on any property of the Company or any Restricted Subsidiary existing on the date of this Agreement and set forth on Schedule 10.5 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Restricted Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Restricted Subsidiary or existing on any property or asset of any Person that becomes a Restricted Subsidiary after the date hereof prior to the time such Person becomes a Restricted Subsidiary or any extension, renewal or refinancing thereof; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Restricted Subsidiary, (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary, as the case may be, and (iv) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) Liens which secure obligations or Indebtedness of the Company or any of its Restricted Subsidiaries under or in connection with (A) the Principal Credit Facility or (B) a private shelf agreement or note purchase agreement (however designated or styled); *provided*, *that* the Notes and the Company's obligations under this Agreement and any Subsidiary Guarantor's obligations under its Subsidiary Guarantee are also concurrently equally and ratably secured pursuant to documentation in form and substance reasonably satisfactory to the Required Holders (including, but not limited to, documentation such as security agreements and other necessary or desirable collateral agreements, an intercreditor agreement and opinions of independent legal counsel);

(o) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Company or any of its Restricted Subsidiaries; provided that any obligation or Indebtedness secured pursuant to this Section 10.5(o), together with any outstanding Indebtedness of the Company and of its Restricted Subsidiaries permitted pursuant to Section 10.6(b)(vi), shall not at the most recent date on which any such obligation or Indebtedness was incurred exceed the greater of (x) $400,000,000 or (y) 15% of Adjusted Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; provided further that neither the Company nor any of its Restricted Subsidiaries will secure any amounts owed or outstanding under the Principal Credit Facility pursuant to this clause (o);

(p) any Lien over the assets, property or Equity Interests of the Joint Venture (including the Equity Interests in the Joint Venture) and its Subsidiaries that secures Indebtedness permitted under Section 10.6(b)(vii); provided that such Lien does not at any time cover any additional assets or property other than products or proceeds thereof; or

(q) Liens granted by any Restricted Subsidiary of the Company that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Restricted Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Restricted Subsidiary.

10.6. Indebtedness.

The Company will not and will not permit any Restricted Subsidiary to create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to a Receivables Transaction that is (i) nonrecourse with respect to the Company and its Restricted Subsidiaries (other than any Receivables Subsidiary and to any Equity Interests of such Receivables Subsidiary (and the proceeds thereof)) and (ii) in an aggregate principal amount at the most recent date on which any such Indebtedness is incurred not exceeding the greater of (x) $400,000,000 or (y) 15% of Adjusted Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; or

(b) any Indebtedness of any of the Restricted Subsidiaries other than:

(i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under Section 10.6(a);

(ii) any Indebtedness of any Restricted Subsidiary existing on the date of this Agreement and set forth on Schedule 10.6 and any refinancing thereof; provided that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased;

(iii) any Indebtedness of any Restricted Subsidiary which is a Subsidiary Guarantor, so long as such Restricted Subsidiary has complied with the requirements of Section 9.8 in respect of its Subsidiary Guarantee;

(iv) any Indebtedness of any Restricted Subsidiary owed to the Company or any other Restricted Subsidiary; provided that any such Indebtedness of a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.6(b)(iv) to the extent owed to the Company or another Subsidiary Guarantor;

(v) any Indebtedness arising in respect of Capital Leases or purchase money obligations incurred in accordance with Section 10.5(f);

(vi) any other Indebtedness of Restricted Subsidiaries; provided that such Indebtedness, taken together with Indebtedness of the Company and Indebtedness or other obligations permitted to be secured pursuant to Section 10.5(o) of this Agreement, shall not at the most recent date on which any such Indebtedness or obligation was incurred exceed the greater of (x) $400,000,000 or (y) 15% of Adjusted Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date;

(vii) (A) Indebtedness of the Joint Venture and its Subsidiaries under the Winslow Credit Agreement (or any Permitted JV Refinancing Indebtedness in respect thereof) in each case in a principal amount not to exceed $350,000,000 at any time and (B) other Indebtedness of joint ventures of the Company or its Restricted Subsidiaries in an aggregate principal amount for all such joint ventures not to exceed $100,000,000 at any time; and

(viii) Indebtedness of any Restricted Subsidiary of the Company in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business.

10.7. Dispositions

The Company will not and will not permit any Restricted Subsidiary to make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and cash equivalents in the ordinary course of business;

(c) Dispositions of property by any Restricted Subsidiary to the Company or to any other Restricted Subsidiary; provided that any such Disposition by a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.7(c) to the extent made to another Subsidiary Guarantor;

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 10.6(a);

(e) the nonexclusive license of intellectual property of the Company or any of its Restricted Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Company and its Restricted Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange are used (or contractually committed to be used) to acquire (and result within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value; and

(g) other Dispositions where:

(i) in the good faith opinion of the Company, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Company or the applicable Restricted Subsidiary, as the case may be;

(ii) immediately after giving effect to such Disposition, no Event of Default would exist; and

(iii) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any four fiscal quarter period of the Company plus the Fair Market Value of any other property Disposed of during such four quarter period does not equal or exceed 20% of Adjusted Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company;

provided that for purposes of clause (g)(iii) above there shall be excluded from any determination of the Fair Market Value or consideration receivable of property or assets disposed of in a Disposition if and to the extent that an amount equal to the net proceeds realized upon such Disposition are within 90 days after the consummation of such Disposition, applied by the Company to prepay or repay Indebtedness that ranks at least pari passu with the Notes or the Subsidiary Guarantees (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate of the Company) so long as in connection with any such payment or prepayment of such Indebtedness, the Company shall, on or before the date of such payment or prepayment, prepay a Pro Rata Portion of each Note then outstanding as provided in Section 8.8.

10.8. ERISA.

The Company will not and will not permit any Restricted Subsidiary to engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to:

(a) engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code);

(b) fail to comply with ERISA or any other applicable Laws; or

(c) incur any material "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA),

which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

10.9. Financial Covenants.

The Company will not permit the Consolidated Leverage Ratio to exceed 3.50 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter.

11. EVENTS OF DEFAULT.

An "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company defaults in the performance of or compliance with any term contained in Section 7.1(d), (e), (g) or (h), Section 9.8 or Section 10; or

(d) (i) the Company shall default in the observance or performance of any covenant contained in Section 7.1(a) or (b), and such default shall continue unremedied for a period of 10 days; or (ii) the Company shall default in the observance or performance of any other agreement contained in this Agreement or the Notes (other than as provided above in this Section 11), and such default described in this clause (d)(ii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (d)(ii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period, and (z) the Company is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised the holders of Notes as to the remedy thereof, the first 30-day period referred to in this clause (d)(ii) shall be extended for an additional 30-day period but only so long as (A) the Company continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect; or

(e) any representation or warranty made in writing by the Company or by any officer of the Company in this Agreement or in any writing delivered pursuant to this Agreement proves to have been false or incorrect in any material respect on the date as of which made; or

(f) (i) the Company or any Restricted Subsidiary is in default (as principal or as guarantor or other surety) in the payment of any principal of or premium or make-whole amount or interest on any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) that is outstanding in an aggregate principal amount of at least $150,000,000 beyond any period of grace provided with respect thereto, or (ii) the Company or any Restricted Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) in an aggregate outstanding principal amount of at least $150,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Company or any Restricted Subsidiary has become obligated to purchase or repay Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least $150,000,000, or (y) one or more Persons have the right to require the Company or any Restricted Subsidiary so to purchase or repay such Indebtedness; or

(g) the Company or any Significant Subsidiary (other than the Joint Venture and its Subsidiaries) (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(h) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries (other than the Joint Venture and its Subsidiaries), a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Significant Subsidiaries (other than the Joint Venture and its Subsidiaries), or any such petition shall be filed against the Company or any of its Significant Subsidiaries (other than the Joint Venture and its Subsidiaries) and such petition shall not be dismissed within 60 days (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a time period greater than 60 days but less than or equal to 120, then such time period therein shall be deemed incorporated herein); or

(i) a final judgment or judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money aggregating in excess of $50,000,000 are rendered against one or more of the Company and its Restricted Subsidiaries (other than the Joint Venture and its Subsidiaries) and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a judgment amount greater than $50,000,000 but less than $150,000,000 and/or a time period greater than 60 days but less than or equal to 120, then such amount and/or such time period, as applicable, therein shall be deemed incorporated herein); or

(j) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed the aggregate permitted amount specified in any event of default relating to ERISA or other similar laws or regulations concerning benefit plans contained in the Principal Credit Facility, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or (v) the Company or any Restricted Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Restricted Subsidiary thereunder; and any such event or events described in clauses (i) through (v) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(k) (i) any default shall occur under any Subsidiary Guarantee or any Subsidiary Guarantee shall cease to be in full force and effect for any reason whatsoever (except as otherwise permitted hereunder and under such Subsidiary Guarantee), including, without limitation, a determination by any Governmental Authority that such Subsidiary Guarantee is invalid, void or unenforceable or (ii) the Company or any Subsidiary Guarantor shall contest or deny in writing the validity or enforceability of any Subsidiary Guarantor's obligations under its Subsidiary Guarantee.

As used in Section 11(j), the terms "employee benefit plan" and "employee welfare benefit plan" shall have the respective meanings assigned to such terms in section 3 of ERISA.

12. REMEDIES ON DEFAULT, ETC.

12.1. Acceleration.

(a) If an Event of Default with respect to the Company described in Section 11(g) or (h) (other than an Event of Default described in clause (i) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (i) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, without limitation, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

12.2. Other Remedies.

If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

12.3. Rescission.

At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts that have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

12.4. No Waivers or Election of Remedies, Expenses, Etc.

No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

13.1. Registration of Notes.

The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

13.2. Transfer and Exchange of Notes.

Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18) for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other details for notices of each transferee of such Note or part thereof) within ten Business Days thereafter the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) of the same Series as such surrendered Note in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit 1. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than $100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than $100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2.

13.3. Replacement of Notes.

Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least $50,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter the Company at its own expense shall execute and deliver, in lieu thereof, a new Note of the same Series as such lost, stolen, destroyed or mutilated Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

14. PAYMENTS ON NOTES.

14.1. Place of Payment.

Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York, at the principal office of JPMorgan Chase Bank, N.A. in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

14.2. Home Office Payment.

So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest and all other amounts by the method and at the address specified for such purpose below such Purchaser's name as specified in such Purchaser's Confirmation of Acceptance, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

15. EXPENSES, ETC.

15.1. Transaction Expenses.

Whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable and invoiced costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO, provided that such costs and expenses under this clause (c) shall not exceed $3,000 per Series of Notes. The Company will pay, and will save each Purchaser and each other holder of a Note harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes). On the date hereof, the Company shall have paid the reasonable, documented and invoiced fees and disbursements of Prudential's special counsel, Bingham McCutchen LLP, as evidenced by a statement of such counsel rendered to the Company at least one Business Day prior to the date hereof.

15.2. Survival.

The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

17. AMENDMENT AND WAIVER.

17.1. Requirements.

This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 21, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, (b) (i) with the written consent of Prudential (and without the consent of any other holder of Notes), the provisions of Section 1 or 2 may be amended or waived (except insofar as any such amendment or waiver would affect any rights or obligations with respect to the purchase and sale of Notes which shall have become Accepted Notes prior to such amendment or waiver), and (ii) with the written consent of all of the Purchasers which shall have become obligated to purchase Accepted Notes of any Series (and not without the written consent of all such Purchasers), any of the provisions of Sections 2.2 and 4 may be amended or waived insofar as such amendment or waiver would affect only rights or obligations with respect to the purchase and sale of the Accepted Notes of such Series or the terms and provisions of such Accepted Notes and (c) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest or of the Make-Whole Amount on, the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend Section 8, 11(a), 11(b), 12, 17 or 20.

17.2. Solicitation of Holders of Notes.

(a) Solicitation. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes, unless such proposed amendment, waiver or consent relates only to a specific Series of Accepted Notes which have not yet been purchased, in which case such information will only be required to be delivered to the Purchasers which shall have become obligated to purchase Accepted Notes of such Series. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof or of any Note unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

17.3. Binding Effect, Etc.

Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term “this Agreement” and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

17.4. Notes Held by Company, Etc.

Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

18. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by fax or e-mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (b) by registered or certified mail with return receipt (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to a Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications by such Purchaser in its Confirmation of Acceptance, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at 135 Duryea Road, Melville, New York 11747, Attention: Treasurer, E-mail: ferdinand.jahnel@henryschein.com, Phone No: (631) 454-3109, Fax No: (631) 843-9314; with a copy to 135 Duryea Road – Mail Stop E-365, Melville, New York 11747, Attention: General Counsel, E-mail: michael.ettinger@henryschein.com, Phone No: (631) 843-5989, Fax No: (631) 843-5660, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 18 will be deemed given only when actually received.

Notwithstanding anything to the contrary in this Section 18, any communication pursuant to Section 2 shall be made by the method specified for such communication in Section 2, and shall be effective to create any rights or obligations under this Agreement only if, in the case of a telephone communication, an Authorized Officer of the party conveying the information and of the party receiving the information are parties to the telephone call, and in the case of a fax or e-mail communication, the communication is signed by an Authorized Officer of the party conveying the information, addressed to the attention of an Authorized Officer of the party receiving the information, and in fact received, with respect to a fax, at the fax terminal the number of which is listed for the party receiving the communication in the Information Schedule or at such other fax terminal as the party receiving the information shall have specified in writing to the party sending such information, and in the case of an e-mail, at the e-mail address listed for the party receiving the communication in the Information Schedule or at such other email address as the party receiving the information shall have specified in writing to the party sending such information.

19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at any Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, "**Confidential Information**" means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement (or any related document, certificate or agreement) that is proprietary or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser's behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

22. MISCELLANEOUS.

22.1. Successors and Assigns.

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

22.2. Payments Due on Non-Business Days.

Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting the requirement in Section 8.4 that notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that, if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

22.3. Accounting Terms and Covenant Calculations.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP, and all financial statements shall be prepared in accordance with GAAP.

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with the covenants in this Agreement, any election by the Company or any Subsidiary to measure any portion of a non-derivative financial liability at fair value (as permitted by IAS 39 or any similar accounting standard), other than to reflect any hedging of such non-derivative financial liability (including both interest rate and foreign currency hedges), shall be disregarded and such determination shall be made as if such election had not been made.

(c) As used in this Agreement, accounting terms relating to the Company and its Subsidiaries not defined in Schedule B, and accounting terms partly defined in Schedule B, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Company shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009) would affect the computation of any financial ratio or requirement set forth in this Agreement, and either the Company or the Required Holders shall so request, the holders of Notes and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Required Holders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10- K for the fiscal year ended December 26, 2009 prior to such change therein and (ii) the Company shall provide to the holders of Notes financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change.

(d) Any financial ratios required to be maintained by the Company pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

22.4. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

22.5. Construction, Etc.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

22.6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

22.7. Governing Law.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

22.8. Jurisdiction and Process; Waiver of Jury Trial.

(a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(c) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

HENRY SCHEIN, INC.

By: /s/Ferdinand Jahnel
Name: Ferdinand Jahnel
Title: VP Treasurer

This Agreement is hereby accepted
and agreed to as of the date thereof.

PRUDENTIAL INVESTMENT MANAGEMENT, INC.

By: /s/Eric R. Seward
Name: Eric R. Seward
Title: Vice President

INFORMATION SCHEDULE

Authorized Officers for Prudential

Prudential Investment Management, Inc.
c/o Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036
Attention: Managing Director
Telecopy: 212-626-2077
Telephone: 212-626-2060
Email: (see below)

Paul L. Meiring	Email: paul.meiring@prudential.com
Yvonne M. Guajardo	Email: yvonne.guajardo@prudential.com
Engin W. Okaya	Email: engin.okaya@prudential.com
Eric R. Seward	Email: eric.seward@prudential.com

Authorized Officers for Company

Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747

Stanley M. Bergman
Chief Executive Officer
Telephone: 631.843.5910
Telecopy: 631.843.5665
Email: stanley.bergman@henryschein.com

Steven Paladino
Executive Vice President,
Chief Financial Officer
Telephone: 631.843.5915
Telecopy: 631.843.5541
Email: steven.paladino@henryschein.com

James P. Breslawski
President, Chief Operating Officer
Telephone: 631.390.8050
Telecopy: 631.390.8198
Email: jim.breslawski@henryschein.com

Ferdinand G. Jahnel
Vice President, Treasurer
Telephone: 631.454.3109
Telecopy: 631.843.9314
Email: ferdinand.jahnel@henryschein.com

Michael S. Ettinger
Senior Vice President, General Counsel,
Secretary
Telephone: 631.843.5993
Telecopy: 631.843.5660
Email: michael.ettinger@henryschein.com

Ronald N. South
Vice President of Corporate Finance
Telephone: 631.845.2802
Telecopy: 631.843.5825
Email: ronald.south@henryschein.com

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"**Acceptance**" is defined in Section 2.5.

"**Acceptance Day**" is defined in Section 2.5.

"**Acceptance Window**" means, with respect to any Quotation, the time period designated by Prudential during which the Company may elect to accept such Quotation. The Acceptance Window with respect to any Quotation is expected to be two minutes, but may be a shorter period if Prudential so elects.

"**Accepted Note**" is defined in Section 2.5.

"**Additional Subsidiary Guarantor**" means, at any time, each Restricted Subsidiary of the Company which is (x) a guarantor of the obligations of the Company or any Restricted Subsidiary under a Principal Credit Facility or (y) a borrower or other obligor under a Principal Credit Facility.

"**Adjusted Consolidated Total Assets**" means, at any date of determination, the net book value of all assets of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Affiliate**" means, at any time, (a)with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, (b) with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 25% or more of any class of voting or equity interests of the Company or any Subsidiary or any corporation of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 25% or more of any class of voting or equity interests and (c) with respect to Prudential, shall include any managed account, investment fund or other vehicle for which Prudential or any Prudential Affiliate acts as investment advisor or portfolio manager. As used in this definition, "*Control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"**Anti-Terrorism Order**" means Executive Order No. 13,224 of September 23, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49079 (2001), as amended.

"**Authorized Officer**" means (i) in the case of the Company, its chief executive officer, its chief financial officer, any other Person authorized by the Company to act on behalf of the Company and designated as an "Authorized Officer" of the Company in the Information Schedule attached hereto or any other Person authorized by the Company to act on behalf of the Company and designated as an "Authorized Officer" of the Company for the purpose of this Agreement in an Officer's Certificate executed by the Company's chief executive officer or chief financial officer and delivered to Prudential, and (ii) in the case of Prudential, any officer of Prudential designated as its "Authorized Officer" in the Information Schedule or any officer of Prudential designated as its "Authorized Officer" for the purpose of this Agreement in a certificate executed by one of its Authorized Officers or a lawyer in its law department. Any action taken under this Agreement on behalf of the Company by any individual who on or after the date of this Agreement shall have been an Authorized Officer of the Company and whom Prudential in good faith believes to be an Authorized Officer of the Company at the time of such action shall be binding on the Company even though such individual shall have ceased to be an Authorized Officer of the Company, and any action taken under this Agreement on behalf of Prudential by any individual who on or after the date of this Agreement shall have been an Authorized Officer of Prudential and whom the Company in good faith believes to be an Authorized Officer of Prudential at the time of such action shall be binding on Prudential even though such individual shall have ceased to be an Authorized Officer of Prudential.

"**Available Facility Amount**" is defined in Section 2.1.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York are required or authorized to be closed.

"**Cancellation Date**" is defined in Section 2.7(c).

"**Cancellation Fee**" is defined in Section 2.7(c).

"**Capital Lease**" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"**Change in Control**" means (A) any Person or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (i) acquiring or having acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Company (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Company on the date of this Agreement) or (ii) obtaining or having obtained the power (whether or not exercised) to elect a majority of the Company's directors or (B) the board of directors of the Company ceasing to consist of a majority of Continuing Directors.

"**Change in Control Response Date**" is defined in Section 8.7(a).

"**Closing**" is defined in Section 3.

"**Closing Day**" means, with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of such Accepted Note in the Confirmation of Acceptance for such Accepted Note, provided that (i) if the Company and the Purchaser which is obligated to purchase such Accepted Note agree on an earlier Business Day for such closing, the "**Closing Day**" for such Accepted Note shall be such earlier Business Day, and (ii) if the closing of the purchase and sale of such Accepted Note is rescheduled pursuant to Section 3.3, the Closing Day for such Accepted Note, for all purposes of this Agreement except references to "original Closing Day" in Section 2.7(b), shall mean the Rescheduled Closing Day with respect to such Accepted Note.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"**Company**" means Henry Schein, Inc., a Delaware corporation, or any successor that becomes such in the manner prescribed in Section 10.2(a).

"**Company Notice**" is defined in Section 8.7(a).

"**Confidential Information**" is defined in Section 20.

"**Confirmation of Acceptance**" is defined in Section 2.5.

"**Consolidated EBITDA**" means, for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) all non-cash charges, and (e) all non-recurring, unusual and extraordinary charges, costs and expenses (including merger, restructuring and integration charges, costs and expenses).

"**Consolidated Interest Income**" means, for any period, the interest income of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Gross Profit**" means, for any period, net sales less cost of sales of the Company and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Leverage Ratio**" means at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of four fiscal quarters of the Company ending on (or most recently ended prior to) such date.

"**Consolidated Operating Expenses**" means, for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Operating Income**" means, for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Company and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Total Assets**" means, at any date of determination, the net book value of all assets of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 26, 2009.

"**Consolidated Total Debt**" means, at any date of determination, without duplication, (a) the aggregate amount of all Indebtedness of the Company and its Restricted Subsidiaries, minus (b) the Unrestricted Cash Amount of the Company and its Restricted Subsidiaries, in each case, determined on a consolidated basis in accordance with GAAP.

"**Continuing Directors**" means, as to the Company, the directors of the Company on the date of this Agreement and each other director of the Company whose nomination for election to the Board of Directors of the Company is recommended by a majority of the then Continuing Directors.

"**Default**" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"**Default Rate**" with respect to any Note, has the meaning given in such Note.

"**Delayed Delivery Fee**" is defined in Section 2.7(b).

"**Disposition**" or "**Dispose**" means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disposition Prepayment Notice**" is defined in Section 8.9(a).

"**Disposition Value**" means:

(a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Company; and

(b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Company.

"**Dollars**" or "**$**" means lawful money of the United States of America.

"**Domestic Subsidiary**" or "**Restricted Domestic Subsidiary"** means any Subsidiary or Restricted Subsidiary, as the case may be, other than a Foreign Subsidiary or Foreign Restricted Subsidiary, as the case may be.

"**EDGAR**" is defined in Section 5.3.

"**Environmental Laws**" means any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions by any Governmental Authority relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

"**Equity Interests**" means any and all shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interests.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

"**Event of Default**" is defined in Section 11.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

"**Existing Credit Facility**" means the $400,000,000 Credit Agreement, dated as of September 5, 2008, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the co-syndication agents and lenders party thereto and J.P. Morgan Securities Inc. as lead arranger and bookrunner, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Facility**" is defined in Section 2.1.

"**Fair Market Value**" means, at any time and with respect to any property, the sale value of such property that would be realized in an arm's-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

"**Foreign Subsidiary**" or "**Foreign Restricted Subsidiary**" means any Subsidiary or Restricted Subsidiary, as the case may be, incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

"**GAAP**" means generally accepted accounting principles as in effect from time to time in the United States of America.

"**Governmental Authority**" means

(a) the government of

(i) the United States of America or any State or other political subdivision of either thereof, or

(ii) any other jurisdiction in which the Company or any Restricted Subsidiary conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Company or any Restricted Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"**Group**" means the Company and its Restricted Subsidiaries from time to time and "**member of the Group**" means any one of them.

"**Guarantee Obligation**" means, as to any Person (the "**guaranteeing person**"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "**primary obligations**") of any other unrelated third Person (the "**primary obligor**") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"**Guaranty**" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"**Hazardous Material**" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"**Hedge Treasury Note(s)**" means, with respect to any Accepted Note, the United States Treasury Note or Notes whose duration (as determined by Prudential) most closely matches the duration of such Accepted Note.

"**holder**" means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 14.1.

"**Indebtedness**" with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money (including obligations evidenced by notes, bonds, debentures or other similar instruments) and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property or services acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction;

(g) any Guarantee Obligations of such Person;

(h) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property; and

(i) for the purposes of determining the outstanding principal amount of Indebtedness for the purposes of Section 11(f) only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Contracts; provided that the "principal amount" of the obligations of such Person in respect of any Swap Contract at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Contract were terminated at such time.

The Indebtedness of any Person shall (A) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefore, and (B) include all obligations of such Person of the character described in clauses (a) through (i) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"**Institutional Investor**" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5.0% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"**Issuance Period**" is defined in Section 2.2.

"**Joint Venture**" means W.A. Butler Company, a Delaware corporation (formerly known as Winslow Acquisition Company).

"**Lien**" means, with respect to any Person, any mortgage, lien, pledge, hypothecation, assignment, deposit arrangement, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements) or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever.

"**Make-Whole Amount**" is defined in Section 8.6.

"**Material**" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Restricted Subsidiaries taken as a whole.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Restricted Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the Notes, or (c) the validity or enforceability of this Agreement or the Notes.

"**Multiemployer Plan**" means any Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"**NAIC**" means the National Association of Insurance Commissioners or any successor thereto.

"**Notes**" is defined in Section 1.

"**Officer's Certificate**" means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

"**Optional Subsidiary Guarantee**" is defined in Section 9.8(b).

"**Optional Subsidiary Guarantor**" is defined in Section 9.8(b).

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

"**Permitted JV Refinancing Indebtedness**" means Indebtedness of the Joint Venture and its Subsidiaries which satisfies each of the following conditions:

(a) to the extent that such Indebtedness is to be secured by a Lien on any assets or property, or the Equity Interests, of the Joint Venture and its Subsidiaries, the terms of such Indebtedness (including the Liens that secure such Indebtedness) shall be substantially similar to those provided in the Winslow Credit Documents (other than changes which extend the maturity thereof, decrease the interest rate applicable thereto, release a portion of the assets subject to such Liens or otherwise amend the terms in a manner that could not reasonably be expected to be materially adverse to the interests of the Lenders taken as a whole) and any Liens that secure such Indebtedness do not cover any additional assets, property or Equity Interests (except as permitted by Section 10.5(p);

(b) such Indebtedness shall consist of (i) a secured facility which satisfies the requirements of clause (a) above or (ii) an unsecured or subordinated facility (and guarantees in respect thereof provided by any Subsidiary of the Joint Venture) with terms customary for facilities of such type at such time;

(c) no Default or Event of Default shall have occurred and be continuing or would result from the incurrence of such Indebtedness;

(d) such Indebtedness shall not be subject to any amortization or required repayment obligations (other than, in the case of a secured facility, as contemplated by clause (a) above or, in the case of an unsecured or subordinated facility, as then reflects the customary terms for facilities of such type at such time) on or prior to September 5, 2013;

(e) the net proceeds of such Indebtedness (other than any revolving Indebtedness) are concurrently applied to the prepayment of the Indebtedness to be refinanced; and

(f) the holders of Notes shall have received (x) an Officer's Certificate certifying compliance with the conditions set forth in this definition (and attaching any other information reasonably required by the Required Holders) and (y) copies of all the loan documents relating to such Indebtedness at least one Business Day prior to the funding of any such Indebtedness.

"**Person**" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"**Plan**" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

"**Preferred Stock**" means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

"**Principal Credit Facility**" means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a "**Credit Agreement**") in respect of which any member of the Group other than the Joint Venture and its Subsidiaries is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Group in an aggregate principal amount equal to or in excess of $300,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, the Existing Credit Facility is a Principal Credit Facility.

"**Pro Rata Portion**" means, with respect to a Note and the prepayment of Indebtedness in respect of Section 10.7, the portion of such Note equal to (a) the aggregate amount of the proceeds to be used in the prepayment or repayment of all Indebtedness pursuant to Section 10.7(g) (including the Notes) multiplied by (b) a fraction, the numerator of which is the aggregate principal amount of such Note and the denominator of which is the aggregate principal amount of all such Indebtedness to be prepaid or repaid in accordance with Section 10.7(g).

"**property**" or "**properties**" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"**Prudential**" is defined in the addressee line to this Agreement.

"**Prudential Affiliate**" means any Affiliate of Prudential.

"**PTE**" is defined in Section 6.2.

"**Purchaser**" is defined in the addressee line to this Agreement.

"**Qualified Institutional Buyer**" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

"**Quotation**" shall have the meaning provided in paragraph 2.2(d).

"**Receivables**" means any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

"**Receivables Subsidiary**" means any special purpose, bankruptcy-remote Restricted Subsidiary that purchases Receivables generated by the Company or any of its Restricted Subsidiaries.

"**Receivables Transaction**" means any transaction or series of transactions providing for the financing of Receivables of the Company or any of its Restricted Subsidiaries, involving one or more sales, contributions or other conveyances by the Company or any of its Restricted Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Company or any of its Restricted Subsidiaries, (ii) involve recourse to the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Company and its Restricted Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Company or any of its Restricted Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

"**Related Fund**" means, with respect to any holder of any Note, any fund or entity that (a) invests in securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"**Request for Purchase**" is defined in Section 2.3.

"**Required Holders**" means, at any time, the holders of at least 51% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

"**Rescheduled Closing Day**" is defined in Section 3.3.

"**Responsible Officer**" means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"**Restricted Subsidiary**" means any Subsidiary (a) at least a majority of the voting securities of which are owned by the Company and/or one or more Wholly Owned Restricted Subsidiaries and (b) that the Company has not designated an Unrestricted Subsidiary by notice in writing given to the holders of the Notes.

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Senior Financial Officer**" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"**Series**" is defined in Section 1.

"**Shelf Closing**" means, with respect to any Series of Shelf Notes, the closing of the sale and purchase of such Series of Shelf Notes.

"**Shelf Notes**" is defined in Section 1.

"**Significant Subsidiary**" means:

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, "domestic") Wholly-Owned Restricted Subsidiary formed or acquired by the Company or any direct or indirect Restricted Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Restricted Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of domestic "Consolidated Total Assets," (hereinafter, the "**Asset Threshold**") valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(b) each domestic Restricted Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Company or any Subsidiary Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Restricted Subsidiary if such Restricted Subsidiary, after giving effect to the formation/acquisition of the same, has total assets that exceed the Asset Threshold, valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter;

provided that if at any time after the date of this Agreement a Principal Credit Facility provides an Asset Threshold greater than five percent but less than or equal to ten percent, then such Asset Threshold therein shall be deemed incorporated herein.

"**Structuring Fee**" is defined in Section 2.7(a).

"**Subsidiary**" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"**Subsidiary Guarantee**" means an agreement substantially in the form of the subsidiary guarantee attached hereto as Exhibit 9.8.

"**Subsidiary Guarantor**" means any Additional Subsidiary Guarantor and any Optional Subsidiary Guarantor, in each case which executes and delivers a Subsidiary Guarantee pursuant to the terms hereof.

"**Subsidiary Stock**" means, with respect to any Person, the Equity Interests of any Subsidiary of such Person.

"**SVO**" means the Securities Valuation Office of the NAIC or any successor to such Office.

"**Swap Contract**" means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement.

"**Swap Termination Value**" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amounts(s) determined as the mark-to-market values(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"**Synthetic Lease**" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for income tax purposes, other than any such lease under which such Person is the lessor.

"**Tax**" means any tax (whether income, documentary, sales, stamp, registration, issue, capital, property, excise or otherwise), duty, assessment, levy, impost, fee, compulsory loan, charge or withholding.

"**Unrestricted Cash Amount**" means, as of any date of determination, that portion of the Company's and its consolidated Subsidiaries' aggregate cash and cash equivalents in excess of $50,000,000, that is not encumbered by or subject to any Lien securing Indebtedness for borrowed money (excluding, in all events, any Lien arising from any set-off, netting or other banking arrangements or other customary cash management arrangements).

"Unrestricted Subsidiary" means, at any time, any Subsidiary that is not at such time designated a Restricted Subsidiary.

"**USA Patriot Act**" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Wholly-Owned Subsidiary**" or "**Wholly Owned Restricted Subsidiary**" means, at any time, any Subsidiary, or Restricted Subsidiary, as the case may be, all of the equity interests (except directors' qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company's other Wholly-Owned Subsidiaries, or Wholly-Owned Restricted Subsidiaries, as the case may be, at such time.

"**Winslow Credit Agreement**" means the credit agreement entered into in connection with the establishment of the Joint Venture between Butler Animal Health Supply, LLC, a Delaware limited liability company, as borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as amended, waived, modified or supplemented from time to time.

"**Winslow Credit Documents**" means the Winslow Credit Agreement and any agreement, document or instrument creating any security interest or other encumbrance, or guaranty, entered into in connection therewith and any other agreement, document or instrument ancillary or otherwise related thereto (as amended, waived, modified or supplemented from time to time.

EXHIBIT 1

[FORM OF SHELF NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

HENRY SCHEIN, INC.

[____]% SERIES ___ SENIOR NOTE DUE [_____, ____]

No. [_____] [Date]
PPN[_____]
ORIGINAL PRINCIPAL AMOUNT:
ORIGINAL ISSUE DATE:
INTEREST RATE:
INTEREST PAYMENT PERIOD:
FINAL MATURITY DATE:
PRINCIPAL PREPAYMENT DATES AND AMOUNTS:

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the "**Company**"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [_____], or registered assigns, the principal sum of [_____] Dollars [on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid),][, payable on the Principal Prepayment Dates and in the amounts specified above, and on the Final Maturity Date specified above in an amount equal to the unpaid balance of the principal hereof,] with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, payable [quarterly][semi-annually], on the [___] day of [_____], [_____], [_____] and [_____] in each year, commencing with the [_____], [_____], [_____] or [_____] next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable [quarterly][semi-annually] as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the "**Notes**") issued pursuant to the Private Shelf Agreement, dated as of [_____], 2010 (as from time to time amended, the "**Shelf Agreement**"), between the Company, Prudential Investment Management, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

[The Company will make required prepayments of principal on the dates and in the amounts specified above and in the Shelf Agreement.] [This Note is [also] subject to [optional] prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.] [This Note is not subject to prepayment.]

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By _____
Name:
Title:

[FORM OF]REQUEST FOR PURCHASE

HENRY SCHEIN, INC.

PRIVATE SHELF AGREEMENT

Reference is made to the Private Shelf Agreement (the "**Agreement**"), dated as of [●], 2010, between Henry Schein, Inc. (the "**Company**"), on the one hand, and Prudential Investment Management, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto, on the other hand. Capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the Agreement.

Pursuant to Section 2.3 of the Agreement, the Company hereby makes the following Request for Purchase:

1. Aggregate principal amount of the Shelf Notes covered hereby (the "**Notes**"): $_____[1]

2. Interest Rate: [●]%

3. Interest Payment Period: [Quarterly][Semi-annually]

4. Individual specifications of the Notes:

Principal Final Principal Amount	Prepayment Maturity Date	Dates and Amounts

5. Use of proceeds of the Notes:

6. Proposed day for the closing of the purchase and sale of the Notes:

7. The purchase price of the Notes is to be transferred to:

Name and Address and ABA Routing Number of Bank	Number of Account

[1] Minimum principal amount of $5,000,000.

8. The Company certifies that (a) [except as set forth on Exhibit A hereto,] the representations and warranties contained in Section 5 of the Agreement are true on and as of the date of this Request for Purchase and (b) on the date of this Request for Purchase no Default or Event of Default has occurred or is continuing.

Dated: [●] 20[●]

Henry Schein, Inc.

By: _____
Authorized Officer

EXHIBIT A

SUPPLEMENTAL REPRESENTATIONS

The Section references hereinafter set forth correspond to the similar sections of the Agreement which are supplemented hereby:

[FORM OF]CONFIRMATION OF ACCEPTANCE

HENRY SCHEIN, INC.

PRIVATE SHELF AGREEMENT

Reference is made to the Private Shelf Agreement (the "Agreement"), dated as of [●], 2010, between Henry Schein, Inc. (the "**Company**"), on the one hand, and Prudential Investment Management, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto, on the other hand. All terms used herein that are defined in the Agreement have the respective meanings specified in the Agreement.

Prudential or the Prudential Affiliate which is named below as a Purchaser of Shelf Notes hereby confirms the representations as to such Shelf Notes set forth in Section 6 of the Agreement, and agrees to be bound by the provisions of the Agreement applicable to the Purchasers or holders of the Notes.

Pursuant to Section 2.5 of the Agreement, an Acceptance with respect to the following Accepted Notes is hereby confirmed:

I. Accepted Notes: Aggregate principal amount $[●]

(A) (a) Name of Purchaser:

(b) Principal amount:

(c) Final maturity date:

(d) Principal prepayment dates and amounts:

(e) Interest rate:

(f) Interest payment period: [quarterly][semi-annually] in arrears

(g) Payment and notice instructions: As set forth on attached Purchaser Schedule

(B) (a) Name of Purchaser:

(b) Principal amount:

(c) Final maturity date:

(d) Principal prepayment dates and amounts:

(e) Interest rate:

(f) Interest payment period: [quarterly][semi-annually] in arrears

(g) Payment and notice instructions: as set forth on attached Purchaser Schedule

[(C), (D)..... same information as above.]

II. Closing Day: [●], 20[●].

HENRY SCHEIN, INC.

By: _____
Name:
Title:
Dated:

PRUDENTIAL INVESTMENT MANAGEMENT, INC.

By: _____
Vice President

[PRUDENTIAL AFFILIATE]

By: _____
Vice President

[ATTACH PURCHASER SCHEDULES]

FORM OF OFFICER'S CERTIFICATE
OF
HENRY SCHEIN, INC.

I, _____, hereby certify that I am the _____ of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to the Company's records and am familiar with the matters herein certified, and I am authorized to execute and deliver this Certificate in the name and on behalf of the Company, and I further certify as follows.

1. This Certificate is being delivered pursuant to Section 4.3(a) of that certain Private Shelf Agreement (the "**Shelf Agreement**"), dated as of August 9, 2010, by and among the Company and Prudential Investment Management, Inc. ("**Prudential**"). The terms used in this certificate and not defined herein have the respective meanings specified in the Shelf Agreement.

2. The representations and warranties of the Company in Section 5 of the Shelf Agreement are correct in all material respects on and as of the date hereof [(except to the extent of changes caused by the transactions herein contemplated)].

3. The Company has performed and complied in all material respects with all covenants and conditions contained in the Shelf Agreement required to be performed or complied with by it prior to or at the Closing.

4. After giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by the Request for Purchase relating to such Notes) no Default or Event of Default shall have occurred and be continuing.

5. Except as otherwise permitted pursuant to Section 10.2 of the Shelf Agreement, the Company has not (a) changed its jurisdiction of incorporation or organization; or (b) been a party to any merger or consolidation prior to the first Closing, at any time following the date of the most recent financial statements referred to in Section 5.5 of the Shelf Agreement.

I have executed this Certificate in the name and on the behalf of the Company on _____, 20____.

By: _____
Name:

FORM OF SECRETARY'S CERTIFICATE
OF
HENRY SCHEIN, INC.

I, [_____], hereby certify that I am the duly elected, qualified and acting [Secretary][Assistant Secretary] of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to its corporate records and am familiar with the matters herein certified, and I am authorized to execute and deliver this certificate in the name and on behalf of the Company, and further certify in my capacity as such officer as follows. This certificate is being delivered pursuant to Section 4.3(b) of that certain Private Shelf Agreement (the "**Shelf Agreement**"), dated as of August 9, 2010 by and among the Company and Prudential Investment Management, Inc. ("**Prudential**"). The terms used in this certificate and not defined herein have the respective meanings specified in the Shelf Agreement.

1. (a) The Company is a company duly incorporated and validly existing under the laws of Delaware; (b) no petition has been presented nor order made by a court for the bankruptcy or suspension of payments of the Company and no resolution has been passed to voluntarily dissolve, merge or de-merge the Company; and (c) no receiver, administrator or similar officer has been appointed in respect of the Company or its assets.

2. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of the Company, relating to the Shelf Agreement and the transactions contemplated therein, duly adopted on _____ at which a quorum was present and acting throughout. Such resolutions are in full force and effect on and as of the date hereof, not having been amended, revoked or rescinded, and such resolutions are filed with the records of the Board of Directors of the Company.

3. [The Shelf Agreement was executed and delivered by the Company pursuant to and in accordance with the resolutions set forth in Exhibit A hereto and said Shelf Agreement is substantially in the form as was submitted to and approved by the Board of Directors of the Company as aforementioned.][2]

4. The Series [__] Senior Notes were executed and delivered by the Company pursuant to and in accordance with the resolutions set forth in Exhibit A hereto and said Notes are substantially in the form as was submitted to and approved by the Board of Directors of the Company.

5. [Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Incorporation of the Company (together with amendments thereto), in full force and effect on and as of the date hereof, and prior to such date, inclusive, without any further modifications or amendments in any respect.] [The Certificate of Incorporation of the Company in the forms provided to Prudential Investment Management, Inc. on [___], 20[__] have been in full force and effect from such date to and including the date hereof, without any further modifications or amendments in any respect.]

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[2] To be provided in the Secretary's Certificate provided in connection with the first Closing.

6. [Attached hereto as Exhibit C is the name, title and a copy of the specimen signature of each representative of the Company executing documents in connection with the Shelf Agreement. The specimen signature appearing opposite the name of each such person on Exhibit C is a copy of his or her genuine signature.][There has been no change to the name, title and specimen signature of certain persons authorized by the Company to execute documents on behalf of the Company in connection with the Shelf Agreement since [_____], the date of the delivery of a Secretary's Certificate to Prudential Investment Management, Inc., and the signature appearing opposite the name of each such person, in each case, as provided to Prudential Investment Management, Inc. as of [_____] is his or her genuine signature.]

IN WITNESS WHEREOF, I have affixed hereto my signature this ___ day of [_____], 20[__].

By: _____
Name:
Title:

I, _____, _____ of the Company, herby certify that the signature above of _____, [Secretary][Assistant Secretary] of the Company is [his/her] genuine signature.

By: _____
Name:
Title: [Secretary][Assistant Secretary]

Exhibit A
Resolutions of the Board of Directors of the Company

Exhibit B
Certificate of Incorporation of the Company

Exhibit C
Incumbency Certificate of the Company

Title	Name of Officer	Signature of Officer

EXHIBIT 4.4(a)

[FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY]

The following opinions are to be provided by special counsel for the Company, subject to customary assumptions, definitions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Private Shelf Agreement (the "**Shelf Agreement**"), dated as of August 9, 2010, between Henry Schein, Inc. (the "**Company**"), on the one hand, and Prudential Investment Management, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto, on the other hand.

The Company (i) is a company duly incorporated and validly existing under the laws of Delaware and (ii) has the corporate power and authority to execute and deliver the Shelf Agreement and the Notes, to perform the provisions thereof, and to conduct its business as, to such counsel's knowledge, is currently conducted.

[Each Subsidiary Guarantor (i) is a [●][3] duly [incorporated][formed] and validly existing under the laws of its jurisdiction of organization and (ii) has all requisite [●][4] power and authority to execute and deliver its Subsidiary Guarantee and to perform the provisions thereof.][5]

The Shelf Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

The Notes issued on the Closing Date with respect to which the opinion is being delivered, have been duly authorized, executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Each Subsidiary Guarantee executed on the Closing Day with respect to which the opinion is being delivered, has been duly authorized, executed and delivered by the applicable Subsidiary Guarantor and constitutes a legal, valid and binding agreement of that Subsidiary Guarantor, enforceable against that Subsidiary Guarantor in accordance with its terms.

Assuming the accuracy of the representations and warranties of the Purchasers in Section 6 of the Purchase Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein), no consent, approval or authorization of, or registration, filing or declaration with, any federal or New York court or governmental agency, body or authority or administrative agency, or with any Delaware court or arbitrator or governmental or regulatory authority in each case pursuant to the DGCL by the Company or any Subsidiary Guarantor is required in connection with the execution, delivery or performance by the Company of the Shelf Agreement or the Notes or in connection with the execution, delivery or performance by any Subsidiary Guarantor of its Subsidiary Guarantee except such as have been or will be obtained and made on or prior to the Closing Date.

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[3] Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

[4] Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

[5] Opinion regarding Subsidiary Guarantors will be limited to only those Subsidiary Guarantors at such Closing Date organized in a jurisdiction in which Proskauer is admitted to practice. Any Subsidiary Guarantor not addressed by such opinion shall, upon request by Prudential (in the case of the first Closing Date) or the Required Holders (at all other times), be delivered by the Company's local counsel authorized to practice in the jurisdiction of organization of such Subsidiary Guarantor.

No (i) registration under the Securities Act of 1933, as amended, of the Notes or the Subsidiary Guarantees thereof or (ii) qualification of an indenture in respect of the Notes under the Trust Indenture Act of 1939, as amended, is required for the offering, sale and delivery of the Notes purchased by the Purchaser as contemplated by the Note Purchase Agreement, assuming (a) the accuracy of the Purchaser's representations contained in Section 6 of the Purchase Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein) and (b) the accuracy of the Company's representations in Section 5 of the Purchase Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein).

The execution, delivery and performance by the Company of the Note Purchase Agreement and the Notes and the execution, delivery and performance by the Subsidiary Guarantors of their Subsidiary Guarantees do not and will not (i) breach any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease or other agreement or instrument listed on Annex B[6] to such opinion, (ii) violate the provisions of the Charter or By-laws of the Company or (iii) violate the laws of the State of New York, the Delaware General Corporation Law or any federal statute, rule or regulation of the United States of America or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority known to such counsel, applicable to the Company.

The Company is not an "investment company" or, to the knowledge of such counsel, a Person "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Neither the issuance and sale of the Notes and the Subsidiary Guarantees, on the Closing Date with respect to which the opinion is being delivered, nor the application of the proceeds thereof by the Company in a manner consistent with the requirements of the Note Purchase Agreement will violate Regulation T, U or X of the Board of Governors of the United States Federal Reserve System, 12 CFR, Part 220, Part 221 and Part 224, respectively.

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[6] Such Annex B to include, among other things, each Principal Credit Facility and each other agreement for material Indebtedness of the Company and any of its Subsidiaries.

EXHIBIT 4.4(b)

[FORM OF OPINION OF SPECIAL COUNSEL TO THE PURCHASERS]

The following opinions are to be provided by special counsel to the Purchasers, subject to customary assumptions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Private Shelf Agreement (the "**Shelf Agreement**"), dated as of August 9, 2010, between Henry Schein, Inc. (the "**Company**"), on the one hand, and Prudential Investment Management, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto, on the other hand.

Each of the Shelf Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms. Each Subsidiary Guarantee constitutes a legal, valid and binding obligation of the respective Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms.

No consents, approvals or authorizations of Governmental Authorities of the State of New York or the United States of America are required under the laws of the United States of America or the State of New York on behalf of the Company or any Subsidiary Guarantor in connection with the execution and delivery of the documents to which it is a party.

Each Chosen-Law Provision is enforceable in accordance with New York General Obligations Law section 5-1401, as applied by a New York State court or a federal court sitting in New York and applying New York choice of law principles.

Under the circumstances contemplated by the Shelf Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes, it is not necessary to register the offer and sale of the Notes and the Subsidiary Guarantees under the Securities Act of 1933, as amended, or to qualify an indenture in respect of the issuance of the Shelf Notes under the Trust Indenture Act of 1939, as amended.

EXHIBIT 4.10

FORM OF CONFIRMATION OF SUBSIDIARY GUARANTEE

Reference is made to the several Subsidiary Guarantees made by each of the undersigned (each a "**Subsidiary Guarantor**") in favor of the holders of the Shelf Notes described therein (each as amended, restated, supplemented or otherwise modified from time to time, a "**Subsidiary Guarantee**" and collectively, the "**Subsidiary Guarantees**").

Notwithstanding that such consent is not required under the Subsidiary Guarantees, each of the Subsidiary Guarantors hereby consents to the execution and issue by the Company of its [●]% Series [●] Senior Notes, due [●] (the "**Series [●] Notes**") pursuant to the Private Shelf Agreement, dated as of August 9, 2010 between Henry Schein, Inc., on the one hand, and Prudential Investment Management, Inc. and each Prudential Affiliate which becomes party thereto, on the other hand (as it may be amended, restated or otherwise modified from time to time, the "**Shelf Agreement**"), which Series [●] Notes will be guaranteed by such Subsidiary Guarantor under its Subsidiary Guarantee. As a material inducement to the Purchasers of the Series [●] Notes to consummate the purchase of the Series [●] Notes under the Shelf Agreement, each of the Subsidiary Guarantors respectively (i) acknowledges and confirms the continuing existence, validity and effectiveness of its Subsidiary Guarantee, including, without limitation, with respect to the Series [●] Notes, and (ii) agrees that the issuance of the Series [●] Notes shall not in any way release, diminish, impair or reduce its obligations under its Subsidiary Guarantee.

Terms used herein that are defined in the Shelf Agreement and are not otherwise defined herein shall have the meanings given in the Shelf Agreement.

[SUBSIDIARY GUARANTORS]

By: _____

Name: _____

Title:

EXHIBIT 9.8

[FORM OF] SUBSIDIARY GUARANTEE

Dated as of [●], 20[●]

of

[Name of SUBSIDIARY GUARANTOR]

SUBSIDIARY GUARANTEE

THIS SUBSIDIARY GUARANTEE, dated as of [●], 20[●] (this **"Guarantee Agreement"**), is made by [●], a [●][7] (the **"Guarantor"**) in favor of the Purchasers (as defined below) and the other holders from time to time of the Notes (as defined below). The Purchasers and such other holders are herein collectively called the **"holders"** and individually a **"holder."**

PRELIMINARY STATEMENTS:

I. Henry Schein, Inc., a Delaware corporation (the **"Company"**), has entered into a Private Shelf Agreement dated as of [●], 2010 (as amended, modified, supplemented or restated from time to time, the **"Shelf Agreement"**) with Prudential Investment Management, Inc. and each Prudential Affiliate which becomes a party thereto from time to time (such Prudential Affiliates, the **"Purchasers"**). Capitalized terms used herein have the meanings specified in the Shelf Agreement unless otherwise defined herein.

II. The Company has authorized the issuance, pursuant to the Shelf Agreement, of its senior promissory notes in the aggregate principal amount of $250,000,000 (the **"Shelf Notes"**). The foregoing Shelf Notes that may from time to time be issued pursuant to the Shelf Agreement (including any notes issued in substitution therefor) are herein collectively called the **"Notes"** and individually a **"Note"**.

III. Pursuant to the Shelf Agreement, the Company is required or has chosen to cause the Guarantor to deliver this Guarantee Agreement to the holders.

IV. The Guarantor has received and will receive direct and indirect benefits from the financing arrangements contemplated by the Shelf Agreement. The [Board of Directors] of the Guarantor has determined that the incurrence of such obligations is in the best interests of the Guarantor.

NOW THEREFORE, in compliance with the Shelf Agreement, and in consideration of, the execution and delivery of the Shelf Agreement and the purchase of the Notes by each of the Purchasers, the Guarantor hereby covenants and agrees with, and represents and warrants to each of the holders as follows:

1. GUARANTEE; INDEMNITY.

1.1 GUARANTEE. The Guarantor hereby irrevocably and unconditionally guarantees to each holder, the due and punctual payment in full of (a) the principal of, Make-Whole Amount, if any, and interest on (including, without limitation, interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), and any other amounts due under, the Notes when and as the same shall become due and payable (whether at stated maturity or by required or optional prepayment or by acceleration or otherwise) and (b) any other sums which may become due under the terms and provisions of the Notes, the Shelf Agreement or any other instrument referred to therein (all such obligations described in clauses (a) and (b) above are herein called the **"Guaranteed Obligations"**). The guarantee in the preceding sentence is an absolute, present and continuing guarantee of payment and not of collectability and is in no way conditional or contingent upon any attempt to collect from the Company or any other guarantor of the Notes or upon any other action, occurrence or circumstance whatsoever. In the event that the Company shall fail so to pay any of such Guaranteed Obligations, the Guarantor agrees to pay the same when due to the holders entitled thereto, without demand, presentment, protest or notice of any kind, in lawful money of the United States of America, pursuant to the requirements for payment specified in the Notes and the Shelf Agreement. Each default in payment of any of the Guaranteed Obligations shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. The Guarantor agrees that the Notes issued in connection with the Shelf Agreement may (but need not) make reference to this Guarantee Agreement.

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7 Insert appropriate form of entity (e.g. corporation, limited liability company, etc.).

The Guarantor agrees to pay and to indemnify and save each holder harmless from and against any damage, loss, cost or expense (including attorneys' fees) which such holder may incur or be subject to as a consequence, direct or indirect, of (x) any breach by the Guarantor or by the Company of any warranty, covenant, term or condition in, or the occurrence of any default under, this Guarantee Agreement, the Notes, the Shelf Agreement or any other instrument referred to therein, together with all expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default, (y) any legal action commenced to challenge the validity or enforceability of this Guarantee Agreement, the Notes, the Shelf Agreement or any other instrument referred to therein and (z) enforcing or defending (or determining whether or how to enforce or defend) the provisions of this Guarantee Agreement.

The Guarantor hereby acknowledges and agrees that the Guarantor's liability hereunder is joint and several with any other Person(s) who may guarantee the obligations and Indebtedness under and in respect of the Notes and the Shelf Agreement.

Notwithstanding the foregoing provisions or any other provision of this Guarantee Agreement, the holders (by their acceptance of any Note) and the Guarantor hereby agree that if at any time the Guaranteed Obligations exceed the Maximum Guaranteed Amount determined as of such time with regard to the Guarantor, then this Guarantee Agreement shall be automatically amended to reduce the Guaranteed Obligations to the Maximum Guaranteed Amount. Such amendment shall not require the written consent of the Guarantor or any holder and shall be deemed to have been automatically consented to by the Guarantor and each holder. The Guarantor agrees that the Guaranteed Obligations may at any time exceed the Maximum Guaranteed Amount without affecting or impairing the obligation of the Guarantor. **"Maximum Guaranteed Amount"** means as of the date of determination with respect to the Guarantor, the lesser of (a) the amount of the Guaranteed Obligations outstanding on such date and (b) the maximum amount that would not render the Guarantor's liability under this Guarantee Agreement subject to avoidance under Section 548 of the United States Bankruptcy Code (or any successor provision) or any comparable provision of applicable state law.

1.2 **INDEMNITY.** The Guarantor hereby further agrees that if, for any reason, any amount claimed by a holder of the Notes under this Guarantee Agreement is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and primary obligor to indemnify that holder of the Notes against any cost, loss or liability it incurs as a result of the Company not paying any amount expressed to be payable by it under the Notes, the Shelf Agreement or otherwise on the date when it is expressed to be due. The amount payable by the Guarantor under this Section 1.2 will not exceed the amount it would have had to pay under Section 1.1 if the amount claimed had been recoverable on the basis of a guarantee.

2. OBLIGATIONS ABSOLUTE.

The obligations of the Guarantor hereunder shall be primary, absolute, irrevocable and unconditional, irrespective of the validity or enforceability of the Notes, the Shelf Agreement or any other instrument referred to therein, shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim the Guarantor may have against the Company or any holder or otherwise, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not the Guarantor shall have any knowledge or notice thereof), including, without limitation: (a) any amendment to, modification of, supplement to or restatement of the Notes, the Shelf Agreement or any other instrument referred to therein (it being agreed that the obligations of the Guarantor hereunder shall apply to the Notes, the Shelf Agreement or any such other instrument as so amended, modified, supplemented or restated) or any assignment or transfer of any thereof or of any interest therein, or any furnishing, acceptance or release of any security for the Notes; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of the Notes, the Shelf Agreement or any other instrument referred to therein; (c) any bankruptcy, insolvency, arrangement, reorganization, readjustment, composition, liquidation or similar proceeding with respect to the Company or its property; (d) any merger, amalgamation or consolidation of the Guarantor or of the Company into or with any other Person or any sale, lease or transfer of any or all of the assets of the Guarantor or of the Company to any Person; (e) any failure on the part of the Company for any reason to comply with or perform any of the terms of any other agreement with the Guarantor; (f) any failure on the part of any holder to obtain, maintain, register or otherwise perfect any security; or (g) any other event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (whether or not similar to the foregoing), and in any event however material or prejudicial it may be to the Guarantor or to any subrogation, contribution or reimbursement rights the Guarantor may otherwise have. The Guarantor covenants that its obligations hereunder will not be discharged except by indefeasible payment in full in cash of all of the Guaranteed Obligations and all other obligations hereunder.

3. WAIVER.

The Guarantor unconditionally waives to the fullest extent permitted by law, (a) notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any default by the Company in the payment of any amounts due under the Notes, the Shelf Agreement or any other instrument referred to therein, and of any of the matters referred to in Section 2 hereof, (b) all notices which may be required by statute, rule of law or otherwise to preserve any of the rights of any holder against the Guarantor, including, without limitation, presentment to or demand for payment from the Company or the Guarantor with respect to any Note, notice to the Company or to the Guarantor of default or protest for nonpayment or dishonor and the filing of claims with a court in the event of the bankruptcy of the Company, (c) any right to require any holder to enforce, assert or exercise any right, power or remedy including, without limitation, any right, power or remedy conferred in the Shelf Agreement or the Notes, (d) any requirement for diligence on the part of any holder and (e) any other act or omission or thing or delay in doing any other act or thing which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a discharge of the Guarantor or in any manner lessen the obligations of the Guarantor hereunder.

4. OBLIGATIONS UNIMPAIRED.

The Guarantor authorizes the holders, without notice or demand to the Guarantor and without affecting its obligations hereunder, from time to time: (a) to renew, compromise, extend, accelerate or otherwise change the time for payment of, all or any part of the Notes, the Shelf Agreement or any other instrument referred to therein; (b) to change any of the representations, covenants, events of default or any other terms or conditions of or pertaining to the Notes, the Shelf Agreement or any other instrument referred to therein, including, without limitation, decreases or increases in amounts of principal, rates of interest, the Make-Whole Amount or any other obligation; (c) to take and hold security for the payment of the Notes, the Shelf Agreement or any other instrument referred to therein, for the performance of this Guarantee Agreement or otherwise for the Indebtedness guaranteed hereby and to exchange, enforce, waive, subordinate and release any such security; (d) to apply any such security and to direct the order or manner of sale thereof as the holders in their sole discretion may determine; (e) to obtain additional or substitute endorsers or guarantors; (f) to exercise or refrain from exercising any rights against the Company and others; and (g) to apply any sums, by whomsoever paid or however realized, to the payment of the Guaranteed Obligations and all other obligations owed hereunder. The holders shall have no obligation to proceed against any additional or substitute endorsers or guarantors or to pursue or exhaust any security provided by the Company, the Guarantor or any other Person or to pursue any other remedy available to the holders.

If an event permitting the acceleration of the maturity of the principal amount of any Notes shall exist and such acceleration shall at such time be prevented or the right of any holder to receive any payment on account of the Guaranteed Obligations shall at such time be delayed or otherwise affected by reason of the pendency against the Company, the Guarantor or any other guarantors of a case or proceeding under a bankruptcy or insolvency law, the Guarantor agrees that, for purposes of this Guarantee Agreement and its obligations hereunder, the maturity of such principal amount shall be deemed to have been accelerated with the same effect as if the holder thereof had accelerated the same in accordance with the terms of the Shelf Agreement, and the Guarantor shall forthwith pay such accelerated Guaranteed Obligations.

5. SUBROGATION AND SUBORDINATION.

(a) The Guarantor will not exercise any rights which it may have acquired by way of subrogation under this Guarantee Agreement, by any payment made hereunder or otherwise, or accept any payment on account of such subrogation rights, or any rights of reimbursement, contribution or indemnity or any rights or recourse to any security for the Notes or this Guarantee Agreement unless and until all of the Guaranteed Obligations shall have been indefeasibly paid in full in cash.

(b) The Guarantor hereby subordinates the payment of all Indebtedness and other obligations of the Company or any other guarantor of the Guaranteed Obligations owing to the Guarantor, whether now existing or hereafter arising, including, without limitation, all rights and claims described in clause (a) of this Section 5, to the indefeasible payment in full in cash of all of the Guaranteed Obligations. If the Required Holders so request, any such Indebtedness or other obligations shall be enforced and performance received by the Guarantor as trustee for the holders and the proceeds thereof shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(c) If any amount or other payment is made to or accepted by the Guarantor in violation of any of the preceding clauses (a) and (b) of this Section 5, such amount shall be deemed to have been paid to the Guarantor for the benefit of, and held in trust for the benefit of, the holders and shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(d) The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Shelf Agreement and that its agreements set forth in this Guarantee Agreement (including this Section 5) are knowingly made in contemplation of such benefits.

6. REINSTATEMENT OF GUARANTEE.

This Guarantee Agreement shall continue to be effective, or be reinstated, as the case may be, if and to the extent at any time payment, in whole or in part, of any of the sums due to any holder on account of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any other guarantors, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Company or any other guarantors or any part of its or their property, or otherwise, all as though such payments had not been made.

7. RANK OF GUARANTEE.

The Guarantor will ensure that its payment obligations under this Guarantee Agreement will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Guarantor now or hereafter existing.

8. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.

The Guarantor represents and warrants to each holder as follows:

8.1 Organization; Power and Authority. The Guarantor is a [●], duly organized, validly existing and in good standing under the laws of its jurisdiction of [●], and is duly qualified as a foreign [●], where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Guarantor has the [●][8] power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts, to execute and deliver this Guarantee Agreement and to perform the provisions hereof.

8.2 Authorization, Etc. This Guarantee Agreement has been duly authorized by all necessary [●][9] action on the part of the Guarantor, and this Guarantee Agreement constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

8.3 Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Guarantor of this Guarantee Agreement will not

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[8] Insert appropriate form of action (e.g. corporate, limited liability company, etc.).

[9] See preceding Note.

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Guarantor or any of its Subsidiaries under, (i) the organizational documents of the Guarantor or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Guarantor or any of its Subsidiaries is bound or by which the Guarantor or any of its Subsidiaries or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

(c) (c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

"Governmental Authority" means (x) the government of (i) the United States of America or any State or other political subdivision thereof, or (ii) any other jurisdiction in which the Guarantor or any of its Subsidiaries conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Guarantor or any of its Subsidiaries, or (y) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

8.4 Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Guarantor of this Guarantee Agreement.

8.5 Information Regarding the Company. The Guarantor now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Company. No holder shall have any duty or responsibility to provide the Guarantor with any credit or other information concerning the affairs, financial condition or business of the Company which may come into possession of the holders. The Guarantor has executed and delivered this Guarantee Agreement without reliance upon any representation by the holders including, without limitation, with respect to (a) the due execution, validity, effectiveness or enforceability of any instrument, document or agreement evidencing or relating to any of the Guaranteed Obligations or any loan or other financial accommodation made or granted to the Company, (b) the validity, genuineness, enforceability, existence, value or sufficiency of any property securing any of the Guaranteed Obligations or the creation, perfection or priority of any lien or security interest in such property or (c) the existence, number, financial condition or creditworthiness of other guarantors or sureties, if any, with respect to any of the Guaranteed Obligations.

8.6 **Solvency.** Upon the execution and delivery hereof, the Guarantor will be solvent, will be able to pay its debts as they mature, and will have capital sufficient to carry on its business.

8.7 **Pari Passu.** All obligations and liabilities of the Guarantor under this Guarantee Agreement will rank in right of payment at least *pari passu* without preference or priority with all other outstanding unsecured and unsubordinated present Indebtedness of the Guarantor.

9. TERM OF GUARANTEE AGREEMENT.

This Guarantee Agreement and all guarantees, covenants and agreements of the Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all of the Guaranteed Obligations and all other obligations hereunder shall be indefeasibly paid in full in cash and the Issuance Period under the Shelf Agreement shall have expired or otherwise terminated and shall be subject to reinstatement pursuant to Section 6; provided that this Guarantee Agreement may be terminated in accordance with, and pursuant to, Section 9.8(e) of the Shelf Agreement.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Guarantee Agreement and may be relied upon by any subsequent holder, regardless of any investigation made at any time by or on behalf of any Purchaser or any other holder. All statements contained in any certificate or other instrument delivered by or on behalf of the Guarantor pursuant to this Guarantee Agreement shall be deemed representations and warranties of the Guarantor under this Guarantee Agreement. Subject to the preceding sentence, this Guarantee Agreement embodies the entire agreement and understanding between each holder and the Guarantor and supersedes all prior agreements and understandings relating to the subject matter hereof.

11. AMENDMENT AND WAIVER.

11.1 **Requirements.** Except as otherwise provided in the fourth paragraph of Section 1.1 of this Guarantee Agreement, this Guarantee Agreement may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), with (and only with) the written consent of the Guarantor and the Required Holders, except that no amendment or waiver (a) of any of the first three paragraphs of Section 1.1 or any of Section 1.2 or any of the provisions of Section 2, 3, 4, 5, 6, 7, 9 or 11 hereof, or any defined term (as it is used therein), or (b) which results in the limitation of the liability of the Guarantor hereunder (except to the extent provided in the fourth paragraph of Section 1 of this Guarantee Agreement) will be effective as to any holder unless consented to by such holder in writing.

11.2 SOLICITATION OF HOLDERS OF NOTES.

(a) *Solicitation.* The Guarantor will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof. The Guarantor will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 11.2 to each holder promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Guarantor will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder as consideration for or as an inducement to the entering into by any holder of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder even if such holder did not consent to such waiver or amendment.

11.3 BINDING EFFECT. Any amendment or waiver consented to as provided in this Section 11 applies equally to all holders and is binding upon them and upon each future holder and upon the Guarantor without regard to whether any Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant or agreement not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Guarantor and the holder nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder. As used herein, the term **"this Guarantee Agreement"** and references thereto shall mean this Guarantee Agreement as it may be amended, modified, supplemented or restated from time to time.

11.4 NOTES HELD BY COMPANY, ETC. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Guarantee Agreement, or have directed the taking of any action provided herein to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Guarantor, the Company or any of their respective Affiliates shall be deemed not to be outstanding.

12. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(a) if to the Guarantor, to [●], or such other address as the Guarantor shall have specified to the holders in writing, or

(b) if to any holder, to such holder at the addresses specified for such communications set forth in such holder's Confirmation of Acceptance, or such other address as such holder shall have specified to the Guarantor in writing.

13. MISCELLANEOUS.

13.1 Successors and Assigns. All covenants and other agreements contained in this Guarantee Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns whether so expressed or not.

13.2 Severability. Any provision of this Guarantee Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law), not invalidate or render unenforceable such provision in any other jurisdiction.

13.3 Construction. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such express contrary provision) be deemed to excuse compliance with any other covenant. Whether any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

The section and subsection headings in this Guarantee Agreement are for convenience of reference only and shall neither be deemed to be a part of this Guarantee Agreement nor modify, define, expand or limit any of the terms or provisions hereof. All references herein to numbered sections, unless otherwise indicated, are to sections of this Guarantee Agreement. Words and definitions in the singular shall be read and construed as though in the plural and *vice versa*, and words in the masculine, neuter or feminine gender shall be read and construed as though in either of the other genders where the context so requires.

13.4 Further Assurances. The Guarantor agrees to execute and deliver all such instruments and take all such action as the Required Holders may from time to time reasonably request in order to effectuate fully the purposes of this Guarantee Agreement.

13.5 Governing Law. This Guarantee Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

13.6 Jurisdiction and Process; Waiver of Jury Trial.

(a) Each of the Guarantor and each holder irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Guarantee Agreement. To the fullest extent permitted by applicable law, each of the Guarantor and each holder of Notes irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each of the Guarantor and each holder consents to process being served by or on behalf of such Guarantor or any holder, as applicable, in any suit, action or proceeding of the nature referred to in Section 13.6(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 12 or at such other address of which such holder shall then have been notified pursuant to Section 12. Each of the Guarantor and each holder agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 13.6 shall affect the right of any holder to serve process in any manner permitted by law, or limit any right that the holders may have to bring proceedings against the Guarantor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE GUARANTOR AND THE HOLDERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS GUARANTEE AGREEMENT OR OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH.

13.7 Reproduction of Documents; Execution. This Guarantee Agreement may be reproduced by any holder by any photographic, photostatic, electronic, digital, or other similar process and such holder may destroy any original document so reproduced. The Guarantor agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such holder in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 13.7 shall not prohibit the Guarantor or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction. A facsimile or electronic transmission of the signature page of the Guarantor shall be as effective as delivery of a manually executed counterpart hereof and shall be admissible into evidence for all purposes.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee Agreement to be duly executed and delivered as of the date and year first above written.

[NAME OF GUARANTOR]

By: _____
Name:
Title:

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Schedule 5.4
Subsidiaries of the Company and Ownership of Subsidiary Stock

CONFIDENTIAL
Schedule 5.4

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
1	Henry Schein Regional Unit Trust	I	Australia	79.0420%		No Directors as it is a Trust	Restricted
2	Kraft NO 3 Pty Ltd	I	Australia	79.0420%		Jacob Selinger	Restricted
3	Medi-Consumables PTY Limited	I	Australia	58.0000%		Michael Zack Graham W. Stanely David Brous Maurie Stang Bernard Stang	Restricted
4	Henry Schein Australia Pty Limited	I	Australia	100.0000%	Andrew Dingle, Secretary Michael S. Ettinger, Secretary	Jacob Selinger Mark E. Mlotek Michael Zack David Brous Graham W. Stanley	Restricted
5	Henry Schein Regional Pty Ltd	I	Australia	79.0420%	Andrew Dingle, Secretary Michael S. Ettinger, Secretary	Bernie Stang Maurie Stang David Brous Graham W. Stanley Michael Zack	Restricted
6	Halas Dental Pty Ltd.	I	Australia	79.0420%	Maurie Stang, Secretary Michael S. Ettinger, Secretary	Mark E. Mlotek Steven Paladino Bernie Stang Maurie Stang Michael Zack Graham W. Stanley David Brous	Restricted
7	Henry Schein Australia Holdings Pty Limited	I	Australia	100.0000%	Andrew Dingle, Secretary Michael S. Ettinger, Secretary	Jacob Selinger Mark E. Mlotek Michael Zack David Brous Graham W. Stanley	Restricted
8	HSLA Unit Trust	I	Australia	79.0420%		No Directors as it is a Trust	Restricted
9	Protec Australia Pty Limited	I	Australia	79.0420%	N/A	Bernie Stang Maurie Stang Jacob Selinger Graham W. Stanley	Restricted
10	HSR Holdings Pty Limited	I	Australia	79.0420%	Andrew Dingle, Secretary Michael S. Ettinger, Secretary	Bernie Stang Maurie Stang David Brous Graham W. Stanley Michael Zack	Restricted
11	CFB Handels GmbH, Wien	I	Austria	100.0000%		Managing Director: Thomas Friedl	Restricted

Entities in italics and bold denotes confidential relationship.
Additional information to be provided upon request

Current as of August 6, 2010

[**] - Confidential or proprietary information redacted.

CONFIDENTIAL
Schedule 5.4

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
12	Golth Dentalwarenhandelsgesellschaft mbH	I	Austria	100.0000%		Michael Sedlacek, Managing Director	Restricted
13	Henry Schein Dental Austria GmbH	I	Austria	100.0000%		Managing Director: Cees Balder Anton Fuehrer Roman Reichholf Prokura: Michael Suppanz Friedrich Reinold Michael Sedlacek	Restricted
14	Henry Schein Austria GmbH	I	Austria	100.0000%		Anton Fuehrer Cees Balder Michael Helig	Restricted
15	Henry Schein Medical Austria GmbH	I	Austria	100.0000%		Managing Director: Michael Helig Thomas Friedl Prokuristin: Christa Friedl	Restricted
16	***Belgium Confidential BVBA (1)***	***I***	***Belgium***	***50.4900%***			***Restricted***
17	***Belgium Confidential BVBA (2)***	***I***	***Belgium***	***50.8000%***			***Restricted***
18	Dental Express S.A.	I	Belgium	100.0000%		Managing Director: Rene Plomp Danny Lambrechts Cees Balder	Restricted
19	Henry Schein NV	I	Belgium	100.0000%		Managing Director: Rene Plomp Danny Lambrechts Cees Balder Jeanpierre Spiers	Restricted
20	HS Trust	I	British Virgin Islands	100.0000%		Nerine Trust Company (BVI) Limited, as Trustee – only authorized signator	Restricted
21	Ortho Organizers, Inc.	D	California	98.2900%	Russell J. Bonafede, President George W. Guttroff, Vice President and General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted

Entities in italics and bold denotes confidential relationship.
Additional information to be provided upon request

Current as of August 6, 2010

[**] - Confidential or proprietary information redacted.

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
22	Henry Schein Canada, Inc.	I	Canada	100.0000%	Stanley M. Bergman, Chief Executive Officer Francis C. Elborne, President Glen Watson, Chief Financial Officer, Assistant Secretary James P. Breslawski, Executive Vice President Steven Paladino, Executive Vice President Peter D. Jugoon, Executive Vice President, Chief Operating Officer Michael S. Ettinger, Secretary Andrew Deal, Assistant Secretary	Stanley M. Bergman, Chariman of the Board Francis C. Elborne	Restricted
23	Henry Schein Funding Group (partnership)	I	Canada	100.0000%		Manager: Michael S. Ettinger Mark E. Mlotek	Restricted
24	Henry Schein Software of Excellence Finance Ltd.	I	Cayman Islands	100.0000%		Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
25	Henry Schein Trading (Shanghai) Co., Ltd.	I	China, People's Republic of China	51.0000%	Legal Representative: Hui Cao (Lucia), general manager	Michael Zack Mark Mlotek Steven Paladino Mr. SO Chun Ho Ms. LEE Tak Han Joanna	Restricted
26	Custom Milling Center, Inc.	D	Colorado	50.0000%	Robert Miller, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Richard Miranda, Vice President	Richard Miranda Robert Miller	Restricted
27	Henry Schein Dental s.r.o.	I	Czech Republic	86.0010%	Managing Directors: Bernd Riegger Cees Balder Jaromir Koudela Eva Havlickova Prokuristin (w/powers): Eva Poppova		Restricted
28	Noviko s.r.o.	I	Czech Republic	86.0000%	Managing Directors: David Brous Jaromir Koudela Karel Badalik Gavin Poole		Restricted

Entities in italics and bold denotes confidential relationship.
Additional information to be provided upon request

Current as of August 6, 2010

[**] - Confidential or proprietary information redacted.

	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
29	S-Dent spol. s r.o.	I	Czech Republic	86.0010%		Managing Directors: Oldrich Spidla Jiri Sveda Jaromir Koudela Eva Havlíčková	Restricted
30	AD Interests, LLC	D	Delaware	100.0000%		Managers: James P. Breslawski, President Steven Paladino, Executive Vice President and Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President and Secretary	Restricted
31	Butler Animal Health Holding Company, LLC	D	Delaware	50.1000%	Kevin R. Vasquez, Chief Executive Officer and President Leo E. McNeil, Chief Financial Officer Kimberly Allen, Secretary	Michael Ashkin Carl Ashkin Stanley M. Bergman Mark E. Mlotek Steven Paladino Stanley Komaroff Lonnie Shoff Steven B. Gruber Charles B. Patton	Restricted
32	Butler Animal Health Supply, LLC	D	Delaware	50.100000%	Kevin R. Vasquez, Chief Executive Officer and President Leo E. McNeil, Chief Financial Officer Kimberly Allen, Secretary	Managers: Butler Animal Health Holding Company LLC	Restricted
33	***Delaware Confidential LLC***	***D***	***Delaware***	***45.0000%***			***Restricted***
34	***Delaware Confidential Corp. (1)***	***D***	***Delaware***	***100.0000%***			***Restricted***
35	***Delaware Confidential Corp. (2)***	***D***	***Delaware***	***100.0000%***			***Restricted***
36	***Delaware Confidential Corp. (3)***	***D***	***Delaware***	***56.0723%***			***Restricted***
37	Henry Schein Europe, Inc.	D	Delaware	100.0000%	Stanley M. Bergman, Chief Executive Officer Michael Zack, President Robert Minowitz, Vice President Steven Paladino, Executive Vice President Mark E. Mlotek, Executive Vice President Graham Stanley, Vice President and Chief Financial Officer Michael S. Ettinger, Senior Vice President, Secretary Ferdinand G. Jahnel, Treasurer	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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Current as of August 6, 2010

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
38	HF Acquisition Co. LLC	D	Delaware	100.0000%		Managers: James P. Breslawski, President Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President, Chief Financial Officer Michael S. Ettinger, Sr. Vice President, Secretary Lonnie Shoff, Executive Vice President Ferdinand G. Jahnel, Treasurer	Restricted
39	NDC Holdco, LLC	D	Delaware	7.8000%	Mark T. Seitz, President and Chief Executive Officer Scott Craighead, Chief Financial Officer and Chief Operating Officer Jeffrey M. Mann, Secretary	Managers: Gregory M. Barr Wade Glisson Mark T. Seitz Mike Racioppi Ted Almon	Restricted
40	SG Healthcare Corp.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President and CFO Mark E. Mlotek, Executive Vice President Lonnie Shoff, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President	Michael S. Ettinger Mark E. Mlotek Steven Paladino	Restricted
41	SKBIC Acquisition Corp.	D	Delaware	90.0000%	James P. Breslawski, President Kenneth Rosenblood, General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand Jahnel, Treasurer Michael S. Ettinger, Sr. Vice President, Secretary Lonnie Shoff, Executive Vice President	Steven Paladino Mark E. Mlotek Michael S. Ettinger Kenneth Rosenblood Donald Cohen	Restricted
42	Vedco, Inc.	D	Delaware	16.6666%	Richard Sexton, President Deborah Olsen, Vice President John Francis, Secretary Craig Campbell, Assistant Secretary, Treasurer	Dale Dye Bobby Mims Jack Smith John Francis Deborah Olsen Richard Sexton	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
43	W.A. Butler Company	D	Delaware	70.4522%	James P. Breslawski, President Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President & CFO Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President & Secretary	Michael S. Ettinger Mark E. Mlotek Steven Paladino	Restricted
44	D4D Technologies, LLC	D	Delaware	15.3333%	Basil Haymann, Chairman, Chief Executive Officer, Gavin Subel, Chief Financial Officer, Secretary, Treasurer	Basil Haymann Alan Korman Warren Harmel John Spencer Kevin Hoffman	Restricted
45	***Delaware Confidential Corp. (4)***	***D***	***Delaware***	***100.0000%***			***Restricted***
46	Gem Medical Acquisition Corp.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
47	Handpiece Parts & Repairs, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Ron Appel, Vice President and General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
48	Henry Schein Financial Services, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Keith Drayer, Vice President Dr. Dennis Ray Hoover, Vice President James H. Puckett III, Vice President Dr. Eugene Heller, Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
49	Henry Schein France Holdings, Inc.	D	Delaware	100.0000%	Michael Zack, President Robert Minowitz, Vice President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Michael S. Ettinger, Senior Vice President, Secretary Ferdinand G. Jahnel, Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
50	Henry Schein Global Sourcing, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Treasurer Mark E. Mlotek, Executive Vice President Richard G. Glass, Vice President Michael S. Ettinger, Senior Vice President, Secretary Lucia Cao, Chief Representative Robert Ponzo, Vice President-Tax	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
51	Henry Schein International LLC	D	Delaware	100.0000%	James P. Breslawski, President Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Managers: James P. Breslawski Mark E. Mlotek Steven Paladino Graham W. Stanley Michael S. Ettinger	Restricted
52	Henry Schein Italy, LLC	D	Delaware	100.0000%	James P. Breslawski, President Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Managers: Mark E. Mlotek Steven Paladino Michael S. Ettinger James P. Breslawski Graham Stanley	Restricted
53	Henry Schein Latin America Pacific Rim Inc.	D	Delaware	100.0000%	Michael Zack, President Robert Minowitz, Vice President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Michael S. Ettinger, Senior Vice President, Secretary Ferdinand G. Jahnel, Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
54	Henry Schein New Zealand Holding Co.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
55	HPR Holdings I, LLC	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Vice President, Treasurer Robert Ponzo, Vice President, Tax Michael S. Ettinger, Secretary	Managers: James P. Breslawski Steven Paladino Robert Ponzo Ferdinand G. Jahnel Michael S. Ettinger	Restricted
56	HS Beneficiary Services, LLC	D	Delaware	100.0000%		Managers: James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
57	HS Finance Company, LLC	D	Delaware	100.0000%		Managers: James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
58	HS Financial, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Robert Ponzo, Vice President, Tax Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
59	HS France Finance, LLC	D	Delaware	100.0000%	Michael Zack, Operating Manager Steven Paladino, Executive Vice President and Chief Financial Officer Mark E. Mlotek, Executive Vice President Michael S. Ettinger, Secretary Ferdinand G. Jahnel, Treasurer	Managers: Mark E. Mlotek Steven Paladino Michael Zack Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
60	HS TM Holdings, LLC	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Robert Ponzo, Vice President Tax Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Managers: James P. Breslawski Steven Paladino Robert Ponzo Ferdinand G. Jahnel Michael S. Ettinger	Restricted
61	HSI Gloves, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
62	S&S Discount Supply, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
63	Camlog USA, Inc.	D	Delaware	100.0000%	Lonnie Shoff, President Steven Paladino, Executive Vice President Mark E. Mlotek, Executive Vice President Leonard A. David, Senior Vice President Michael S. Ettinger, Senior Vice President, Secretary Richard Miranda, Vice President	Steven Paladino James P. Breslawski Mark E. Mlotek Lonnie Shoff	Restricted
64	GIV Holdings, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Charles D. Crawford-Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
65	HPR TM, LLC	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Vice President, Secretary Robert Ponzo, Vice President, Tax	Managers: James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
66	HS Brand Management, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Robert Ponzo, Vice President, Tax	James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
67	HS Financial Holdings, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Robert Ponzo, Vice President, Tax	James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
68	HS Manager Services, LLC	D	Delaware	100.0000%		Managers: James P. Breslawski Steven Paladino Michael S. Ettinger	Restricted
69	HS TM, LLC	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Robert Ponzo, Vice President Tax Ferdinand G. Jahnel, Vice President, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Managers: James P. Breslawski Steven Paladino Robert Ponzo Ferdinand G. Jahnel Michael S. Ettinger	Restricted
70	HSI RE I, LLC	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Graham W. Stanley, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Managers: Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
71	MedCorp Acquisition Company, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
72	National Logistics Services, LLC	D	Delaware	100.0000%	James P. Breslawski, President Mark E. Mlotek, Vice President Steven Paladino, Treasurer Michael S. Ettinger, Secretary	Managers: James P. Breslawski Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
73	Toy Products Corp.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
74	Universal Footcare Products, Inc.	D	Delaware	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
75	[**]	D	Delaware	45.0000%	[**]	[**]	Restricted
76	Ortho Organizers Holdings, Inc.	D	Delaware	98.2900%	James P. Breslawski, President George W. Guttroff, Vice President and General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
77	BA FRANCE Eurl	I	France	100.0000%		Managing Director and Board: Frederic Ladet	Restricted
78	Henry Schein France Holding EURL	I	France	100.0000%		Managing Board: David Dibon	Restricted

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79	Henry Schein France SCA	I	France	100.0000%		Managing Director: Jacques-Philippe Peyron Josette Guillo Board: Robert Minowitz Michael Zack Didier Cochet Frederic Ladet HSE Inc. represented by David Dibon HSFH EURL represented by Philippe Roy	Restricted
80	Henry Schein France Services SARL	I	France	100.0000%		Managing Director and Board: Michael Zack	Restricted
81	Henry Schein Implantologie	I	France	100.0000%		Managing Director: Jacques-Philippe Peyron	Restricted
82	Hippocampe Bressuire	I	France	33.8300%	Philippe Leroy, Managing Director	Philippe Leroy, Chairman of Supervisory Board	Restricted
83	Hippocampe Caen	I	France	34.8800%	Philippe Leroy, Managing Director	Philippe Leroy-Chairman of Supervisory Board Jean-Michel Burel Joel Drai Andre Francois Patrick Corniere Marc Ferme Carol Drai Daniel Drai Jacques-Philippe Peyron David Brous Gavin Poole	Restricted
84	Hippocampe EVI	I	France	46.2500%	Joel Drai, Managing Director	Joel Drai-Chairman Carol Drai David Dibon	Restricted
85	Hippocampe Nevers	I	France	33.1400%	Philippe Leroy, Managing Director	Philippe Leroy, Chairman of Supervisory Board Henri Pelgamourgues Bertrand Lecuyer Joel Drai	Restricted

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86	Megadental SAS	I	France	65.0000%		Managing Director: Joel Drai Loic Bureau Board: David Dibon Frederic Ladet Didier Cochet	Restricted
87	Camlog Consulting GmbH	I	Germany	64.8416%		Managing Director: Rudolf Neumeier	Restricted
88	Henry Schein Grundstucks-Vermietungsgesellschaft mbH & Co. OHG	I	Germany	100.0000%		Managing Director: Henry Schein GmbH	Restricted
89	Altatec Gmbh	I	Germany	64.8416%		Managing Director: Jean-Marie Wyss	Restricted
90	BA International GmbH	I	Germany	100.0000%		Managing Director: Anthony Jones Anton Fuehrer	Restricted
91	Camlog Holding GmbH	I	Germany	64.8416%	Egon Froehle	Managing Director: Jurg Eichenberger	Restricted
92	Camlog Vertriebs GmbH	I	Germany	64.8416%		Managing Director: Michael Ludwig	Restricted
93	Dentina GmbH	I	Germany	100.0000%		Kerstin Flemming	Restricted
94	DES Dental Events Gmbh	I	Germany	33.3300%	N/A	Thomas Meertens	Restricted
95	***Germany Confidential GmbH (1)***	***I***	***Germany***	***47.4300%***			***Restricted***
96	***Germany Confidential GmbH (2)***	***I***	***Germany***	***51.0000%***			***Restricted***
97	Heitech Medizintechnik und Service GmbH & Co. KG	I	Germany	100.0000%		Managing Director: First Med Erste Verwalt.	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
98	Henry Schein Dental Depot GmbH	I	Germany	100.0000%		Managing Director: Thomas Erbsloeh Ronald Hoensch Anton Fuehrer Heiko Wichmann Bernd-Thomas Hohmann Gesamtprokura: Heiko Ewert Albrecht Merklein Wolfgang Upmeier Juergen Funk Natalie Koerfgen Wolfgang NiBing Michael Kutzner Bernd Streu Wolfgang Boege Christian Boehnke Lars Berger Stephan Rueckschloss Joachim Feldmer Udo Duerholt Sydow, Joachim Michael Giling Helmut Becker	Restricted
99	Henry Schein GmbH	I	Germany	100.0000%		Managing Director: Michael Helig Robert Minowitz David Brous Anton Fuehrer	Restricted
100	Henry Schein Holding GmbH	I	Germany	100.0000%		Managing Director: Anton Fuehrer Michael Zack Robert Minowitz Graham Stanley David Brous	Restricted
101	Henry Schein Medical GmbH	I	Germany	100.0000%		Managing Director: Anton Fuehrer Gerd-Peter Wunderlich Michael Helig Prokura: Lakhdar Slimani-May	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
102	Henry Schein Services GmbH	I	Germany	100.0000%		Managing Director: Robert Minowitz Anton Fuehrer Axel Pfitzenreiter Ronald Hoensch Gesamtprokura: Michael Kutzner Udo Duerholt Joachim Feldmer Patrick Thurm Tanja M. Koehler Thomas Marte	Restricted
103	Henry Schein Vet GmbH	I	Germany	100.0000%	Gesamtprokura: Lakhdar Slimani-May	Managing Director: Michael Helig Anton Fuehrer	Restricted
104	Euro Dental Holding GmbH	I	Germany	100.0000%		Anton Fuehrer	Restricted
105	FIRST MED Erste Verwaltungs GmbH	I	Germany	100.0000%		Managing Director: Kerstin Flemming Bernd-Thomas Hohmann Michael Helig Anton Fuehrer	Restricted
106	MediQuick Arzt- und, Krankenhausbedarfshandel GmbH	I	Germany	100.0000%		Managing Directors: Anton Fuehrer Michael Helig Gesamtprokura: Madelaine Portugal	Restricted
107	Nordenta Handelsgesellschaft mbH	I	Germany	100.0000%		Managing Director: Kerstin Flemming Annelie Christiansen	Restricted
108	Promed Vertriebsgesellschaft mbH & Co. KG	I	Germany	100.0000%		Manging Directors: BA International GmbH Gesamtprokura: Stefan Wagenseil	Restricted
109	PxD Praxis-Discount GmbH	I	Germany	100.0000%	N/A	Managing Director: Michael Helig Anton Fueher Gesamtprokura: Madelaine Portugal	Restricted
110	Tierarztebedarf Jochen Lehnecke GmbH	I	Germany	100.0000%		Managing Directo: Anton Fuehrer Michael Helig	Restricted

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111	Henry Schein China Services Limited	I	Hong Kong	99.8862%	CCH Secretarials Limited - Secretary	Mark E. Mlotek Michael S. Ettinger Michael Zack Steven Paladino Kristel Margo Lee Chun Ho So Joanna Tak Han Lee	Restricted
112	Henry Schein Hong Kong Limited	I	Hong Kong	51.0000%	CCH Secretarials Limited-Secretary	Mark E. Mlotek Michael S. Ettinger Michael Zack Steven Paladino Kristel Margo Lee Frankie Tak Ching Lee Siu Wun Chang	Restricted
113	All-Star Orthodontics, Inc.	D	Indiana	98.2900%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger,Senior Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
114	Henry Schein Ireland Limited	I	Ireland	100.0000%	AA Anderson, Secretary	Robert Minowitz AA Anderson John Orr Gavin Poole Bryce Donnell	Restricted
115	Henry Schein Medical Technologies Ltd.	I	Israel	100.0000%		Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
116	Henry Schein Shvadent (2009) Ltd.	I	Israel	70.0000%		Stanley M. Bergman Michael Zack Mark Mlotek Shlomo Trokman Sharon Trokman	Restricted
117	Henry Schein Israel	I	Israel	50.1000%		Saul Benzadon	Restricted
118	Henry Schein Italia S.r.l.	I	Italy	100.0000%		Robert Minowitz (w/signing powers) Riccardo Gandus, ManagingDirector (w/signing powers) Alberto Barbi, Managing Director Michael S. Zack Graham Stanley	Restricted

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119	Krugg S.p.A.	I	Italy	100.0000%	Andrea Gentilini, General Manager Equip (w/signing powers) Others/Representative (Procuratori): Andrea Brambilla Andrea Gentilini Maurizio Capogrosso Andrea Bondi Cizia Boselli Laura Gori G.U. Casale	Robert Minowitz, President (w/signing powers) Riccardo Gandus, Managing Director (w/signing powers) Alberto Barbi, Managing Director Michael S. Ettinger Michael Zack	Restricted
120	Henry Schein Luxembourg Services S.àr.l.	I	Luxembourg	100.0000%	Category A Managers: Steven Paladino Michael S. Ettinger Category B Managers: Luc Sunnen Marcel Stephany		Restricted
121	Henry Schein (Malaysia) SDN. BHD	I	Malaysia	100.0000%	Managers and Secretaries: Seow Fei San, Company Secretary Wong Siew Yeen, Company Secretary	Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President, Chief Financial Officer Michael S. Ettinger, Senior Vice President, Secretary Seow Fei San, Company Secretary Wong Siew Yeen, Company Secretary	Restricted
122	ACE Surgical Supply Co., Inc.	D	Massachusetts	51.0000%	J. Edward Carchidi, Scientific Advisor Craig Carchidi, President Christopher Carchidi, Marketing Director Michael S. Ettinger, Vice President, Secretary Mark E. Mlotek, Executive Vice President Steven Paladino, Executive Vice President Ferdinand G. Jahnel, Treasurer	Stanley M. Bergman J.Edward Carchidi Craig Carchidi Mark E. Mlotek Lonnie Shoff	Restricted
123	***Netherlands Confidential B.V. (1)***	***I***	***Netherlands***	***51.0000%***			***Restricted***
124	Henry Schein B.V.	I	Netherlands	100.0000%		Managing Directors: Cees Balder Rene Plomp Goetz Volland Robert Minowitz	Restricted
125	Henry Schein C.V.	I	Netherlands	100.0000%		Signing authority: Henry Schein Europe, Inc. (Managing Partner)	Restricted

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126	Henry Schein Europe, B.V.	I	Netherlands	100.0000%		Managing Directors: Robert Minowitz Henry Schein B.V.	Restricted
127	Henry Schein European Finance B.V.	I	Netherlands	100.0000%		Rene Plomp Henry Schein European Holding B.V.	Restricted
128	Henry Schein European Holding B.V.	I	Netherlands	100.0000%		Managing Director: Rene Plomp Robert Minowitz Goetz Volland	Restricted
129	***Netherlands Confidential B.V. (2)***	***I***	***Netherlands***	***51.0000%***			***Restricted***
130	***Netherlands Confidential N.V. (1)***	***I***	***Netherlands***	***51.0000%***			***Restricted***
131	Henry Schein Midlist B.V.	I	Netherlands	51.0000%		Managing Director: Michael Zack Saul Benzadon Rene Plomp	Restricted
132	Henry Schein Systems B.V.	I	Netherlands	100.0000%		Managing Directors: Cees Balder Goetz Volland	Restricted
133	Henry Schein Wigro van der Kuip B.V.	I	Netherlands	100.0000%		Managing Director: Henry Schein B.V.	Restricted
134	***Netherlands Confidential N.V. (2)***	***I***	***Netherlands***	***100.0000%***			***Restricted***
135	Henry Schein European Services B.V.	I	Netherlands	100.0000%		Rene Plomp Goetz Volland Ferdinand G. Jahnel Steven Paladino	Restricted
136	AD-LB Supply Corp.	D	New York	100.0000%	Stanley M. Bergman, Chairman of Board James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
137	Caligor Physicians & Hospital Supply Corp.	D	New York	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
138	Henry Schein Cares Foundation, Inc.	D	New York	100.0000%	Stanley M. Bergman, President Michael S. Ettinger, Secretary Ferdinand Jahnel, Treasurer Steve Kess, Vice President Howard Stapler, Vice President Susan Vasallo, Vice President, Executive Director Dewi Wijaya, Associate Executive Director	Gerry Benjamin Stanley M. Bergman James P. Breslawski Michael S. Ettinger Steve Kess Steven Paladino Howard Stapler Susan Vasallo	Restricted
139	Henry Schein Supply, Inc.	D	New York	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
140	MBM Hospital Supply Corp.	D	New York	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
141	Micro Bio-Medics, Inc.	D	New York	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
142	Sherman Specialty LLC	D	New York	51.0000%		Management Committee: Stanley M. Bergman Steven Paladino Mark E. Mlotek Bob Possenreide Stuart Krosser Adam Krosser Peter Jeffers	Restricted
143	Henry Schein New Zealand	I	New Zealand	100.0000%		Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted

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Current as of August 6, 2010

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
144	Henry Schein Regional Limited	I	New Zealand	63.9100%	N/A	Garth Bradford Michael S. Ettinger Michael Gannaway (alternate for US based Directors) Bernie Stang Maurie Stang (alternate) Graham W. Stanley Michael Zack	Restricted
145	Shalfoon Bros Limited	I	New Zealand	63.9100%	N/A	Garth Bradford Michael Gannaway Bernie Stang Maurie Stang	Restricted
146	Software of Excellence Asia Pacific Limited.	I	New Zealand	100.0000%		Robert Minowitz Brian Weatherly Michael Zack	Restricted
147	Software of Excellence Australia Limited	I	New Zealand	100.0000%		Michael Zack Robert Minowitz Brian Weatherly	Restricted
148	Software of Excellence International Limited	I	New Zealand	100.0000%		Stanley M. Bergman Robert Minowitz Michael Zack	Restricted
149	Henry Schein (KM) Limited	I	Northern Ireland	100.0000%	Helen Redding, Secretary	Robert Minowitz AA Anderson John Orr Gavin Poole Bryce Donnell	Restricted
150	Henry Schein Medical Systems, Inc.	D	Ohio	100.0000%	Steven Paladino, Executive Vice President Mark E. Mlotek, Executive Vice President Michael S. Ettinger, Vice President, Secretary Dennis Paul Hido, Chief Financial Officer Keith Slater, Vice President, General Manager	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
151	Henry Schein (Lancaster, PA.) Inc.	D	Pennsylvania	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
152	Henry Schein Portugal, Unipessoal LDA	I	Portugal	75.0000%		Robert Minowitz John Orr Michael Zack	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
153	Henry Schein Puerto Rico, Inc.	D	Puerto Rico	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Hal Muller, Vice President Ron Appel, Vice President Robert Ponzo, Vice President Tax Michael S. Ettinger, Vice President, Secretary	Steven Paladino Mark E. Mlotek Michael S. Ettinger	Restricted
154	***Scotland Confidential Ltd.***	***I***	***Scotland***	***51.0000%***			***Restricted***
155	Veterinary Solutions Limited Company No.: 04207571	I	Scotland	100.0000%	Bryce Donnell, Secretary	Bryce Donnell Bob Minowitz Steven Paladino Michael Zack Brian Weatherly	Restricted
156	W. & J. Dunlop Limited	I	Scotland	100.0000%	Leslie Jack, Secretary	John Michael Cooper Stephen James Cooper Michael S. Ettinger Robert Minowitz Mark E. Mlotek Steven Paladino Michael Zack	Restricted
157	S-DENT SLOVAKIA, s.r.o.	I	Slovakia	86.0010%	Managing Director: Jaromir Bucek		Restricted
158	BA Dental Europa, SA	I	Spain	78.0000%	Rep Power: Jose Luis Arias Tabernilla Juan Manuel Molina Lozano Alicia Tejeiro	Board of Directors: Robert Minowitz, President Anthony Michael Alyn Jones, Vice President Jose Luis Arias Tabernilla, Secretary Juan Manuel Molina Lozano, Vice Secretary Alicia Tejeiro	Restricted
159	Camlog Espana SA.	I	Spain	64.8416%		Jurg Eichenberger	Restricted
160	Henry Schein España Holdings, S.L.	I	Spain	100.0000%	Rep Power: Juan Manuel Molina Lozano Alicia Tejeiro	Board of Directors: Michael Zack, President Michael S. Ettinger Juan Manuel Molina Lozano, Secretary	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
161	Henry Schein España SA	I	Spain	75.0000%	Rep Power: Juan Manuel Molina Lozano Alicia Tejeiro	Board of Directors: Robert Minowitz, President Michael Zack, Vice President Juan Manuel Molina Lozano, Secretary Graham W. Stanley, Vice Secretary Saul Benzadon	Restricted
162	Soluciones y Equipos Dentales, S.A.	I	Spain	75.0000%	Rep Power: Juan Manuel Molina Lozano Alicia Tejeiro	Juan Manuel Molina Lozano, Administrator	Restricted
163	Spain Dental Express S.A.	I	Spain	75.0000%	Rep Power: Juan Manuel Molina Lozano Alicia Tejeiro	Board of Director: Robert Minowitz, President Juan Manuel Molina Lozano, Secretary Alicia Tejeiro	Restricted
164	Heiland Schweiz AG	I	Switzeland	100.0000%		Michael Helig (Chairman) Jean Claude von Gunten (jt) Patrick von Gunten (jt)	Restricted
165	Camlog Biotechnologies AG	I	Switzerland	64.8416%	Oscar Battegay Jurg Eichenberger Egon Froehle Alex Schar Jean-Marie Wyss Reto Falk Volker Hogg Michael Peetz	Oscar Battegay Jurg Eichenberger	Restricted
166	Provet AG	I	Switzerland	100.0000%		Michael Helig (Chairman) Jean Claude von Gunten (jt) Patrick von Gunten (jt)	Restricted
167	Camlog Holding AG	I	Switzerland	64.8416%	Michael Peetz Egon Froehle Jordi Belart, Secretary	Jurg Eichenberger Oscar Battegay Mark E. Mlotek Steven Paladino Stanley M. Bergman Stanley Komaroff	Restricted
168	Camlog Schweiz AG	I	Switzerland	64.8416%	Jordi Belart Egon Froehle	Jurg Eichenberger Oscar Battegay	Restricted
169	Petco AG	I	Switzerland	100.0000%		Michael Helig (Chairman) Jean Claude von Gunten (jt) Patrick von Gunten (jt)	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
170	Provet Holding AG	I	Switzerland	100.0000%		David Brous Michael Helig (jt) Jean Claude von Gunten (jt-delegate) Patrick von Gunten (jt) Michael Zack (Chairman)	Restricted
171	Vetco AG	I	Switzerland	100.0000%		Michael Helig (Chairman) Jean Claude von Gunten (jt) Patrick von Gunten (jt)	Restricted
172	Distrivet AG	I	Switzerland	100.0000%		Michael Helig (Chairman) Jean Claude von Gunten (jt) Patrick von Gunten (jt)	Restricted
173	Banyan International Corporation	D	Texas	90.0000%	James P. Breslawski, President Kenneth Rosenblood, General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand Jahnel, Treasurer Michael S. Ettinger, Sr. Vice President, Secretary Lonnie Shoff, Executive Vice President	Steven Paladino Mark Mlotek Michael S. Ettinger Kenneth Rosenblood	Restricted
174	Stat Kit Inc.	D	Texas	90.0000%	James P. Breslawski, President Kenneth Rosenblood, General Manager Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand Jahnel, Treasurer Michael S. Ettinger, Sr. Vice President, Secretary Lonnie Shoff, Executive Vice President	Steven Paladino Mark Mlotek Michael S. Ettinger Kenneth Rosenblood Donald Cohen	Restricted
175	AD Holdings General Partnership	D	Texas	100.0000%	Authorized Representatives: Michael S. Ettinger Jennifer Ferrero Richard Miranda		Restricted
176	Henry Schein Sağlik Yatirimlari Anonim Şirketi	I	Turkey	100.0000%		Graham B. Stanley Michael Zack Michael S. Ettinger Special Representative: Halim Ramazanoğlu	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
177	Consulsoft Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Bryce Donnell Bob Minowitz Brian Weatherly	Restricted
178	Advanced Group Limited, The	I	United Kingdom	100.0000%		Michael Zack Steven Paladino Graham W. Stanley Robert Minowitz	Restricted
179	Advanced Healthcare, The Computing Limited	I	United Kingdom	100.0000%		Michael Zack Steven Paladino Graham W. Stanley Robert Minowitz	Restricted
180	BA (Belgie), Limited	I	United Kingdom	100.0000%	Peter Crouch, Secretary	Robert Minowitz Peter Crouch Anthony Michael Alyn Jones John Orr Gavin Poole	Restricted
181	BA (Deutschland) Limited	I	United Kingdom	100.0000%	Peter Crouch, Secretary	Robert Minowitz Peter Crouch Anthony Michael Alyn Jones John Orr Gavin Poole	Restricted
182	BA International, Limited	I	United Kingdom	100.0000%	Peter Crouch, Secretary	Robert Minowitz Peter Crouch Anthony Michael Alyn Jones John Orr Gavin Poole	Restricted
183	BDG UK Holdings Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino John Orr Gavin Poole Bryce Donnell	Restricted
184	Blackwell Supplies Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
185	Budget Dental Supplies Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino Simon Gambold John Orr Gavin Poole Bryce Donnell	Restricted
186	Civilscene Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz MA Avedissian John Orr Gavin Poole Bryce Donnell	Restricted
187	Compudent Limited	I	United Kingdom	100.0000%		Michael Zack Steven Paladino Graham W. Stanley Robert Minowitz	Restricted
188	Henry Schein Europe Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole	Restricted
189	Henry Schein Technologies (Ireland) Limited	I	United Kingdom	100.0000%	Bryce Donnell, Secretary	Robert Minowitz John Orr Brian Weatherly Bryce Donnell	Restricted
190	Henry Schein UK Finance Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Michael Zack Steven Paladino John Orr Gavin Poole Bryce Donnell	Restricted
191	Trio Diagnostics Limited	I	United Kingdom	25.0000%	John Edmund Daniell, Company Secretary	Stephen Michael Alford John Edmund Daniell	Restricted
192	DE Healthcare Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino Simon Gambold John Orr Gavin Poole Bryce Donnell	Restricted
193	Ethicare Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
194	Henry Schein Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino John Orr Gavin Poole Bryce Donnell	Restricted
195	Henry Schein Technologies Limited	I	United Kingdom	100.0000%	Bryce Donnell, Secretary	Robert Minowitz John Orr Brian Weatherly Bryce Donnell	Restricted
196	Henry Schein UK Holdings Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Simon Gambold Robert Minowitz John Orr Steven Paladino Michael Zack Mark E. Mlotek Michael S. Ettinger Gavin Poole Bryce Donnell	Restricted
197	Inter-Dental Equipment Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted
198	Kent Dental Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino Simon Gambold John Orr Gavin Poole Bryce Donnell	Restricted
199	Kent Express Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Stanley M. Bergman Michael Zack Steven Paladino Simon Gambold James P. Breslawski John Orr Gavin Poole Bryce Donnell	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
200	Minerva Dental Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz Michael S. Ettinger Michael Zack Steven Paladino Mark E. Mlotek Gavin Poole John Orr Bryce Donnell	Restricted
201	Quayle Dental Manufacturing Ltd.	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole	Restricted
202	Software of Excellence United Kingdom Limited	I	United Kingdom	100.0000%		Michael Zack Steven Paladino Graham W. Stanley Robert Minowitz	Restricted
203	Specorder Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole	Restricted
204	Zahn Dental Supplies Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted
205	Dental Systems Design Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted
206	Software of Excellence UK Holdings Limited	I	United Kingdom	100.0000%		Michael Zack Steven Paladino Graham W. Stanley Robert Minowitz	Restricted
207	Porter Nash Limited	I	United Kingdom	100.0000%	Helen Redding, Secretary	Robert Minowitz John Orr Gavin Poole Bryce Donnell	Restricted
208	Encable Limited	I	United Kingdom	100.0000%	Bryce Donnell, Secretary	Bob Minowitz	Restricted
209	Quality Clinical Reagents Limited	I	United Kingdom	25.0000%	Anne Welch, Secretary	Stephen Michael Alford Julian Bryan	Restricted

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	Entity	Domestic/ International	Jurisdiction of Formation	Henry Schein and Subsidiaries Ownership %	Officers	Directors/Managers	Restricted/ Unrestricted Subsidary
210	Henry Schein Practice Solutions Inc.	D	Utah	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Michael S. Ettinger, Vice President, Secretary Kevin Bunker,Vice President Ferdinand G. Jahnel, Treasurer	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
211	General Injectables & Vaccines, Inc.	D	Virginia	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Charles D. Crawford, Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
212	Insource, Inc.	D	Virginia	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Charles D. Crawford, Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted
213	Henry Schein PPT, Inc.	D	Wisconsin	100.0000%	James P. Breslawski, President Steven Paladino, Executive Vice President, Chief Financial Officer Mark E. Mlotek, Executive Vice President Eugene Heller, Vice President Ferdinand G. Jahnel, Treasurer Michael S. Ettinger, Senior Vice President, Secretary Keith Drayer, Vice President	Mark E. Mlotek Steven Paladino Michael S. Ettinger	Restricted

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Schedule 5.4(d)

- $400,000,000 Credit Agreement among Henry Schein, Inc., the several Lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Marlets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents dated September 5, 2008.

- $320,000,000 Term Loan with Butler Animal Health Supply, LLC as Borrower (of which $37.5 million was provided by Henry Schein, Inc.).

- $150,000,000 Master Note Facility among Henry Schein, Inc. and New York Life Insurance Company dated August 9, 2010.

Schedule 10.1
Transactions with Affiliates

Henry Schein, Inc.
NOTICE OF ANNUAL MEETING OF STOCKHOLDERS
TO BE HELD ON MAY 10, 2010

Dear Stockholder:

You are cordially invited to attend the Annual Meeting of Stockholders of Henry Schein, Inc. (the "Company"), to be held at 10:00 a.m., on Monday, May 10, 2010 at the Melville Marriott Long Island, 1350 Old Walt Whitman Road, Melville, New York 11747.

The Annual Meeting will be held for the following purposes:

1. to consider the election of thirteen directors of the Company for terms expiring in 2011;

2. to consider and act upon a proposal to amend the Company's 1996 Non-Employee Director Stock Incentive Plan;

3. to consider the ratification of the selection of BDO Seidman, LLP as the Company's independent registered public accounting firm for the fiscal year ending December 25, 2010; and

4. to transact such other business as may properly come before the meeting or any adjournments or postponements thereof.

Only stockholders of record at the close of business on March 12, 2010 are entitled to notice of and to vote at the meeting or any adjournments or postponements thereof.

The Company is pleased to take advantage of the Securities and Exchange Commission rules that allow issuers to furnish proxy materials to their stockholders on the Internet. The Company believes the rules allow it to provide its stockholders with the information they need, while lowering the costs of delivery and reducing the environmental impact of the Annual Meeting of Stockholders. Accordingly, stockholders of record at the close of business on March 12, 2010 will receive a Notice Regarding the Availability of Proxy Materials and may vote at the Annual Meeting and any adjournment or postponement of the meeting.

To assure your representation at the Annual Meeting, you are urged to cast your vote, as instructed in the Notice Regarding the Availability of Proxy Materials, over the Internet or by telephone as promptly as possible. You may also request a paper proxy card to submit your vote by mail, if you prefer. Any stockholder of record attending the Annual Meeting may vote in person, even if he or she has voted over the Internet, by telephone or returned a completed proxy card.

Whether or not you expect to attend the meeting in person, your vote is very important. Please cast your vote regardless of the number of shares you hold. I believe that you can be proud, excited and confident to be a stockholder of Henry Schein. I look forward to discussing our plans for the Company's future at the Annual Meeting, and I hope to see you there.

STANLEY M. BERGMAN
Chairman and Chief Executive Officer

Melville, New York
March 31, 2010

HENRY SCHEIN, INC.
135 DURYEA ROAD
MELVILLE, NEW YORK 11747

PROXY STATEMENT

The Board of Directors of Henry Schein, Inc. (the "Company") has fixed the close of business on March 12, 2010 as the record date for determining the holders of the Company's common stock, par value $0.01, entitled to notice of, and to vote at, the 2010 Annual Meeting of Stockholders (the "Annual Meeting"). As of that date, 91,036,517 shares of common stock were outstanding, each of which entitles the holder of record to one vote. The Notice of Annual Meeting, this proxy statement and the form of proxy are being made available to stockholders of record of the Company on or about March 31, 2010. A copy of our 2009 Annual Report to Stockholders is being made available with this proxy statement, but is not incorporated herein by reference.

The presence, in person or by proxy, of the holders of a majority of the shares eligible to vote is necessary to constitute a quorum in connection with the transaction of business at the Annual Meeting. Abstentions and broker non-votes (i.e., proxies from brokers or nominees indicating that such persons have not received instructions from the beneficial owner or other persons eligible to vote shares as to a matter with respect to which the brokers or nominees do not have discretionary power to vote) are counted as present for purposes of determining the presence or absence of a quorum for the transaction of business.

Abstentions and broker non-votes will have no effect on the election of directors (Proposal 1), which is by plurality vote.

Abstentions and broker non-votes will, in effect, be votes against the amendment to the Company's 1996 Non-Employee Director Stock Incentive Plan (Proposal 2), and against the ratification of the selection of the independent registered public accounting firm (Proposal 3), as these items require the affirmative vote of a majority of the shares present and eligible to vote on such items.

We will pay all expenses of this proxy solicitation. In addition to this proxy solicitation, proxies may be solicited in person or by telephone or other means (including by our directors or employees without additional compensation). We will reimburse brokerage firms and other nominees, custodians and fiduciaries for costs incurred by them in distributing proxy materials to the beneficial owners of shares held of record by such persons.

If your shares of common stock are registered directly in your name with the Company's transfer agent, you are considered, with respect to those shares, the stockholder of record. In accordance with rules and regulations adopted by the Securities and Exchange Commission, instead of mailing a printed copy of our proxy materials to each stockholder of record, we may furnish proxy materials to our stockholders on the Internet. If you received a Notice Regarding the Availability of Proxy Materials (the "Notice of Internet Availability") by mail, you will not receive a printed copy of these proxy materials. Instead, the Notice of Internet Availability will instruct you as to how you may access and review all of the important information contained in these proxy materials. The Notice of Internet Availability also instructs you as to how you may submit your proxy on the Internet. If you received a Notice of Internet Availability by mail and would like to receive a printed copy of our proxy materials, including a proxy card, you should follow the instructions for requesting such materials included in the Notice of Internet Availability.

If your shares are held in an account at a brokerage firm, bank, broker-dealer or other similar organization, then you are the beneficial owner of shares held in "street name," and the Notice of Internet Availability was forwarded to you by that organization. The organization holding your account is considered the stockholder of record for purposes of voting at the Annual Meeting. As a beneficial owner, you have the right to direct that organization on how to vote the shares held in your account.

Shares of common stock held in a stockholder's name as the stockholder of record may be voted in person at the Annual Meeting. Shares of common stock held beneficially in street name may be voted in person only if you obtain a legal proxy from the broker, trustee or nominee that holds your shares giving you the right to vote the shares.

Whether you hold shares directly as the stockholder of record or beneficially in street name, you may direct how your shares are voted without attending the Annual Meeting. If you are a stockholder of record, you may vote by submitting a proxy electronically via the Internet, by telephone or if you have requested a paper copy of these proxy materials, by returning the proxy or voting instruction card. If you hold shares beneficially in street name, you may vote by submitting voting instructions to your broker, trustee or nominee.

Whether or not you are able to attend the Annual Meeting, you are urged to complete and return your proxy or voting instructions, which are being solicited by the Company's Board of Directors and which will be voted as you direct on your proxy or voting instructions when properly completed. In the event no directions are specified, such proxies and voting instructions will be voted FOR the nominees for election to the Board of Directors, FOR the amendment to the Company's 1996 Non-Employee Director Stock Incentive Plan, FOR the ratification of BDO Seidman, LLP ("BDO Seidman") as the Company's independent registered public accountants for the fiscal year ending December 25, 2010 and in the discretion of the proxy holders as to other matters that may properly come before the Annual Meeting.

You may revoke or change your proxy or voting instructions at any time before the Annual Meeting. To revoke your proxy, send a written notice of revocation or another signed proxy with a later date to the Corporate Secretary of the Company at Henry Schein, Inc., 135 Duryea Road, Melville, New York 11747 before the beginning of the Annual Meeting. You may also automatically revoke your proxy by attending the Annual Meeting and voting in person. Attendance at the Annual Meeting will not in and of itself constitute revocation of a proxy. To revoke your voting instructions, submit new voting instructions to your broker, trustee or nominee; alternatively, if you have obtained a legal proxy from your broker or nominee giving you the right to vote your shares, you may attend the Annual Meeting and vote in person. All shares represented by a valid proxy received prior to the Annual Meeting will be voted.

PROPOSAL 1
ELECTION OF DIRECTORS

The Board of Directors has approved the thirteen persons named below as nominees for election at the Annual Meeting to serve as directors until the 2011 Annual Meeting of Stockholders and until their successors are elected and qualified. Directors will be elected by plurality vote. Any executed proxies returned to the Company will be voted for the election of all of such persons except to the extent the proxy is specifically marked to withhold such authority with respect to one or more of such persons. All of the nominees for director currently serve as directors and were elected by the stockholders at the 2009 Annual Meeting (other than Bradley T. Sheares, who was duly appointed by the Board of Directors on January 20, 2010 to fill a vacancy on the Board). All of the nominees have consented to be named and, if elected, to serve. In the event that any of the nominees is unable or declines to serve as a director at the time of the Annual Meeting, the proxies may be voted in the discretion of the persons acting pursuant to the proxy for the election of other nominees. Set forth below is certain information, as of March 12, 2010, concerning the nominees:

Name	Age	Position
Barry J. Alperin	69	Director
Gerald A. Benjamin	57	Executive Vice President, Chief Administrative Officer, Director
Stanley M. Bergman	60	Chairman, Chief Executive Officer, Director
James P. Breslawski	56	President, Chief Operating Officer, Director
Paul Brons	68	Director
Donald J. Kabat	74	Director
Philip A. Laskawy	68	Director
Karyn Mashima	56	Director
Norman S. Matthews	77	Director
Mark E. Mlotek	54	Executive Vice President, Corporate Business Development, Director
Steven Paladino	52	Executive Vice President, Chief Financial Officer, Director
Bradley T. Sheares, Ph.D.	53	Director
Louis W. Sullivan, M.D.	76	Director

BARRY J. ALPERIN has been a director for 14 years (since 1996). Mr. Alperin, who is retired, served as Vice Chairman of Hasbro, Inc. from 1990 through 1995, as Co-Chief Operating Officer of Hasbro, Inc. from 1989 through 1990 and as Senior Vice President or Executive Vice President of Hasbro, Inc. from 1985 through 1989. He was a director of Hasbro from 1985 through 1996. Prior to joining Hasbro, Mr. Alperin practiced law in New York City for 20 years, dealing with corporate, public and private financial transactions, corporate mergers and acquisitions, compensation issues and securities law matters. The Company values Mr. Alperin's financial expertise and his extensive experience in corporate and securities laws and corporate governance matters. Additionally, as the Company continues to grow through strategic acquisitions, the Board of Directors values Mr. Alperin's experience leading Hasbro's mergers and acquisitions and global expansion efforts. Mr. Alperin currently serves as a director of The Hain Celestial Group, Inc. (and is Chairman of its corporate governance and nominating committee and a member of its audit committee) and K-Sea Transportation Partners L.P. (and is Chairman of its audit committee and a member of its compensation committee) and is a director of two privately held corporations, K'NEX Industries, Inc., a toy manufacturer, and Weeks Marine, Inc., a marine construction company. He serves as a trustee and member of the Executive Committee of The Caramoor Center for Music and the Arts, President Emeritus and a Life Trustee of The Jewish Museum in New York City and is the immediate past President of the New York Chapter of the American Jewish Committee where he also served as Chair of the audit committee of the national organization. Mr. Alperin also formerly served as Chairman of the Board of Advisors of the Tucker Foundation at Dartmouth College, was President of the Board of the Stanley Isaacs Neighborhood Center in New York City, was a trustee of the Hasbro Children's Foundation, was President of the Toy Industry Association and was a member of the Columbia University Medical School Health Sciences Advisory Council.

GERALD A. BENJAMIN has been with the Company for 22 years (since 1988), in his current position as Executive Vice President and Chief Administrative Officer for 10 years (since 2000) and a director for 16 years (since 1994). Prior to holding his current position, Mr. Benjamin was Senior Vice President of Administration and Customer Satisfaction since 1993. Mr. Benjamin was Vice President of Distribution Operations from 1990 to 1992 and Director of Materials Management from 1988 to 1990. Before joining us in 1988, Mr. Benjamin was employed at Estée Lauder, Inc. holding various management positions over his 13-year tenure, including Director of Materials Planning and Control. Mr. Benjamin brings experience to the Company's Board of Directors in the areas of global services, human resources and leadership. Mr. Benjamin oversees operations at Henry Schein's distribution centers in North America, Europe, Australia and New Zealand, including 3.1 million square feet of distribution space from which nearly 12 million orders are shipped annually. Mr. Benjamin also has guided our human resources and organizational development as the Company has grown to include more than 13,500 employees in 24 countries around the world. Mr. Benjamin provides the Board of Directors with operational and human resources insights for the Company.

STANLEY M. BERGMAN has been with the Company for 30 years (since 1980), including 21 years (since 1989) as our Chairman and Chief Executive Officer and 28 years (since 1982) as a director. Mr. Bergman held the position of President of the Company from 1989 to 2005. Mr. Bergman held the position of Executive Vice President from 1985 to 1989 and Vice President of Finance and Administration from 1980 to 1985. Mr. Bergman brings to the Company's Board of Directors management and leadership experience. Mr. Bergman is a well known, highly regarded leader in the global healthcare industry. He has expansive knowledge of the healthcare industry and macro-economic global conditions, maintains strategic relationships with chief executives and other senior management in the healthcare industry throughout the world and brings a unique and valuable perspective to the Board of Directors. During his tenure, Mr. Bergman has led the Company from sales of $600 million in 1995 to $6.5 billion in 2010. Mr. Bergman is active in numerous dental industry and professional associations, including the American Dental Association (where he served on the Oversight Committee, Future of Dentistry Project and was awarded honorary membership) and The Forsyth Institute, the premiere oral health research institution in the United States. Mr. Bergman is also a Certified Public Accountant.

JAMES P. BRESLAWSKI has been with the Company for 30 years (since 1980), in his current position as our President and Chief Operating Officer for five years (since 2005) and as a director for 18 years (since 1992). Mr. Breslawski held the position of Executive Vice President and President of U.S. Dental from 1990 to 2005, with primary responsibility for the North American Dental Group. Between 1980 and 1990, Mr. Breslawski held various positions with us, including Chief Financial Officer, Vice President of Finance and Administration and Corporate Controller. Mr. Breslawski is responsible for the Company's North American Dental, Medical and Technology businesses. Mr. Breslawski brings to the Company's Board of Directors management and leadership experience. The Board of Directors is aided by Mr. Breslawski's understanding of the healthcare business and his keen business acumen, leadership ability and interpersonal skills. Mr. Breslawski has served as Chairman of the Board of the American Dental Trade Association and President of the Dental Dealers of America. He is also a trustee of National Foundation of Dentistry for the Handicapped, a member of the Leadership Council, School of Dental Medicine at Harvard University, a former member of the Board of Governors for St. John's University and a former trustee of Long Island University. Mr. Breslawski is also a Certified Public Accountant.

PAUL BRONS has been a director for five years (since 2005). Between 1994 and 2002, Mr. Brons served as an executive board member of Akzo Nobel, N.V. From 1965 to 1994, Mr. Brons held various positions with Organon International BV, including President from 1983 to 1994 and Deputy President from 1979 to 1983. From 1975 to 1979, Mr. Brons served as the General Manager of the OTC operations of Chefaro. Both Organon and Chefaro operated within the Akzo Nobel group. Mr. Brons currently serves on the Board of Directors (including as Chairman of the nominating and remuneration committee) of Almirall S.A., an international pharmaceutical company, and serves on the Supervisory Boards of Organon BioScience Netherlands and IBM Netherlands. Mr. Brons brings to the Company's Board of Directors knowledge of the human and veterinary pharmaceutical industry (a segment of our medical and veterinary businesses) and his experience with international business operations and relations (which accounted for $2.4 billion of the Company's annual sales in 2009). The Board of Directors is also aided by Mr. Brons' knowledge of European business culture and his strategic focus on European healthcare issues. Mr. Brons was honored in 1996 by Her Majesty the Queen with the decoration of Knight of the Order of Lion of the Kingdom of the Netherlands, the country's highest civilian order, conferred for his meritorious achievements for Akzo Nobel and other international activities. Mr. Brons served on the Supervisory Board of Akzo Nobel Netherlands and is a former member of the Board of Directors and Chaired certain committees for the European Federation of Pharmaceutical Industry Associations.

DONALD J. KABAT has been a director for 14 years (since 1996). Mr. Kabat was the Chief Financial Officer of Central Park Skaters, Inc. from 1992 to 1995 and the President of D.J.K. Consulting Services, Inc. from 1995 to 2006. From 1970 to 1992, Mr. Kabat was a partner in Andersen Consulting (now known as Accenture, PLC Ireland), where he practiced a broad array of specialty services including organization, profit improvement, process re-engineering and cost justification studies. With his prior experience as a Certified Public Accountant and partner at a global accounting firm, Mr. Kabat brings to the Company's Board of Directors strong skills in corporate finance, accounting and risk management. During his consulting career with Andersen Consulting, Mr. Kabat helped launch an entirely new practice specialty called Change Management Services, which focused on human resource management encompassing methods to maintain continuous alignment of strategy, operations, culture and rewards. He was the recipient of the "Bravos" award for outstanding contribution to the Change Management practice. He has made numerous speeches, written articles and contributed chapters to specialized books (e.g., *Budgeting: Key to Planning and Control*; *Management Controls for Professional Firms*; and *The Change Management Handbook*.)

PHILIP A. LASKAWY has been a director for eight years (since 2002). Mr. Laskawy joined the accounting firm of Ernst & Young LLP in 1961 and served as a partner in the firm from 1971 to 2001, when he retired. Mr. Laskawy served in various senior management positions at Ernst & Young, including Chairman and Chief Executive Officer, to which he was appointed in 1994. Mr. Laskawy currently serves on the Board of Directors of Lazard Ltd. (and is a member of its audit committee) and Loews Corporation (and is a member of its audit committee) and is the Non-Executive Chairman of Federal National Mortgage Association (Fannie Mae) (and Chairman of its risk policy & capital committee). As a Certified Public Accountant with 40 years of experience, Mr. Laskawy brings to the Company's Board of Directors exceptional skills in corporate finance and accounting, corporate governance, compliance, disclosure and international business conduct. Mr. Laskawy served on the American Institute of Certified Public Accountants to review and update rules regarding auditor independence. In 2006 and 2007, he served as Chairman of the International Accounting Standards Committee Foundation, which was created by the Securities and Exchange Commission and sets accounting standards in more than 100 countries, and he served as a member of the 1999 Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees. Mr. Laskawy also serves on the Board of Directors of General Motors Corporation (and is Chairman of its audit committee) and on the boards of numerous not-for-profit organizations. Mr. Laskawy previously served on the Board of Directors of The Progressive Corporation and Discover Financial Services.

KARYN MASHIMA has been a director for two years (since 2008). Ms. Mashima, a private consultant, served as the Senior Vice President, Strategy and Technology of Avaya Inc. from 2000 to January 2009. Prior to holding such position at Avaya, Ms. Mashima held similar positions with the Enterprise Communications unit of Lucent Technologies and AT&T from 1994 to 2000. Ms. Mashima was Vice President of Marketing at Proteon Technologies, Inc. from 1992 to 1994 and Vice President of Marketing at Network Equipment Technologies, Inc. from 1990 to 1992. From 1984 to 1990, Ms. Mashima was Product and Marketing Manager at Hewlett-Packard Company. From 1981 to 1984, Ms. Mashima was employed at Xerox Corp., where her last position was Product Manager of Xerox's Office Systems division. Ms. Mashima brings to the Company's Board of Directors extensive executive experience with respect to technology strategies, business planning, market assessment, product development and competitive analysis. With technology being one of the Company's four key business groups, the Board of Directors values Ms. Mashima's insight regarding future technological needs of the Company, particularly as the healthcare industry expands into electronic health records. Ms. Mashima is a recognized industry leader, and frequently presents at major industry conferences. She was named a "Woman of Influence for 2005" by *NJBiz* magazine and to the "First Annual List of Tech Women to Watch" by the executive search firm Christian & Timbers.

NORMAN S. MATTHEWS has been a director for eight years (since 2002). Since 1989, Mr. Matthews has worked as an independent consultant and venture capitalist. From 1978 to 1988, Mr. Matthews served in various senior management positions for Federated Department Stores, Inc., including President from 1987 to 1988. Mr. Matthews currently serves on the Board of Directors of The Progressive Corporation (and is Chairman of its nominating and governance committee and a member of its compensation committee), Spectrum Brands, Inc. and as Chairman of the Board of The Children's Place Retail Stores, Inc. Mr. Matthews brings to the Company's Board of Directors extensive experience in strategic marketing and sales with over 30 years of experience as a senior business leader in marketing and merchandising at large public companies and valuable expertise in compensation programs and strategy. Mr. Matthews is director emeritus of Sunoco, Toys 'R' Us and Federated Department Stores and a trustee emeritus at the American Museum of Natural History. Mr. Matthews previously served on the Board of Directors of Finlay Fine Jewelry Corporation and Finlay Enterprises, Inc. In 2005, Mr. Matthews was named as one of eight outstanding directors by the Outstanding Directors Exchange (an annual award voted on by peer directors and awarded to an outstanding director for the key role he played during a crisis, a business transformation or a turnaround).

MARK E. MLOTEK has been with the Company for 16 years (since 1994), in his current position as our Executive Vice President, Corporate Business Development for six years (since 2004) and as a director for 15 years (since 1995). Prior to his current position, Mr. Mlotek was Senior Vice President of Corporate Business Development from 2000 to 2004 and Vice President, General Counsel and Secretary from 1994 to 1999. Prior to joining us, Mr. Mlotek was a partner in the law firm of Proskauer Rose LLP, the Company's principal law firm and one of the largest firms in the nation, specializing in mergers and acquisitions, corporate reorganizations and tax law from 1989 to 1994. As the Company continues to grow through strategic acquisitions, the Board of Directors values Mr. Mlotek's extensive legal, merger and acquisition and business development experience as well as his drive for innovation and entrepreneurial spirit. Mr. Mlotek also manages the Company's important supplier partnership arrangements and strategic planning function.

STEVEN PALADINO has been with the Company for 23 years (since 1987), in his current position as our Executive Vice President and Chief Financial Officer for 10 years (since 2000) and as a director for 18 years (since 1992). Prior to holding his current position, Mr. Paladino was Senior Vice President and Chief Financial Officer from 1993 to 2000, from 1990 to 1992 Mr. Paladino served as Vice President and Treasurer and from 1987 to 1990 served as Corporate Controller. Before joining us, Mr. Paladino was employed as a public accountant for seven years, most recently with the international accounting firm of BDO Seidman. Mr. Paladino is a Certified Public Accountant. Mr. Paladino brings to the Company's Board of Directors extensive financial, accounting and industry expertise. Mr. Paladino's responsibilities with the Company include the corporate oversight and strategic direction of business units as well as direct responsibility for corporate financial services. These corporate financial services include financial reporting, financial planning, treasury, investor relations, internal audit and taxation. Mr. Paladino also has responsibility for Henry Schein Financial Services which provides financial business solutions to our customers and also works with the corporate business development group on mergers and acquisition activities. Mr. Paladino's skills in corporate finance and accounting, the depth and breadth of his exposure to complex financial issues and his long-standing relationships with the financial community are valued by the Board of Directors.

BRADLEY T. SHEARES, PH.D has been a director since January 2010. Dr. Sheares served as Chief Executive Officer of Reliant Pharmaceuticals, Inc., from January 2007 through its acquisition by GlaxoSmithKline plc in December 2007. Prior to joining Reliant, Dr. Sheares served as President of U.S. Human Health, Merck & Co. from March 2001 until July 2006. As a member of Merck's management committee, Dr. Sheares had responsibility for formulating global business strategies, operations management and the development and implementation of corporate policies. He is also a director of Honeywell International, The Progressive Corporation and Covance Inc. and is a member of the compensation committee of all three companies. As the former CEO of Reliant Pharmaceuticals and with 20 years in the pharmaceutical industry (a segment of our medical and veterinary businesses), Dr. Sheares brings to the Company's Board of Directors extensive healthcare knowledge and experience in sales, marketing, brand management, research and development, complex regulatory and legal issues, risk management and mergers and acquisitions. As a director of numerous other public companies, Dr. Sheares has been involved in succession planning, compensation, employee management and the evaluation of acquisition opportunities. Dr. Sheares previously served on the board of IMS Health Incorporated.

LOUIS W. SULLIVAN, M.D. has been a director for seven years (since 2003). Dr. Sullivan is President Emeritus of Morehouse School of Medicine. From 1981 to 1989 and from 1993 to 2002, Dr. Sullivan was President of Morehouse School of Medicine. From 1989 to 1993, Dr. Sullivan served as U.S. Secretary of Health and Human Services. Dr. Sullivan currently serves as Chairman of the Board of Directors of BioSante Pharmaceuticals, Inc. (Chair of its audit and finance committee, nominating and corporate governance committee and scientific review committee) and serves on the Board of Directors of United Therapeutics Corporation and Emergent BioSolutions Inc. (Chair of the nominating and corporate governance committee and a member of its audit committee). As the Company continues to develop relationships with medical, dental and veterinary universities and seeks to be awarded governmental bids, Dr. Sullivan's extensive experience in government and governmental relations, in-depth knowledge of healthcare and healthcare policy and an inside view of healthcare in academia is extremely beneficial to the Board of Directors. Dr. Sullivan served as Chair of the President's Commission on Historically Black Colleges and Universities from 2002-2009, and was Co-chair of the President's Commission on HIV and AIDS from 2001-2006. Dr. Sullivan is the founding dean of Morehouse School of Medicine and the founding president of the Association of Minority Health Professions Schools and is a member of the boards of numerous charitable organizations. Dr. Sullivan is the recipient of more than 50 honorary degrees. Dr. Sullivan previously served on the Board of Directors of Bristol-Myers Squibb Company, General Motors, 3M Company, CIGNA Corporation, Inhibitex, Inc. and Equifax Inc.

THE AFFIRMATIVE VOTE OF THE HOLDERS OF A PLURALITY OF THE OUTSTANDING SHARES OF COMMON STOCK PRESENT IN PERSON OR REPRESENTED BY PROXY AND ENTITLED TO VOTE ON THIS MATTER AT THE ANNUAL MEETING IS REQUIRED TO APPROVE THE PROPOSED NOMINEES FOR DIRECTOR. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSED NOMINEES FOR DIRECTOR.**

CORPORATE GOVERNANCE

Board of Directors Meetings and Committees

During the fiscal year ended December 26, 2009 ("fiscal 2009"), the Board of Directors held seven meetings. The Board of Directors has an Audit Committee, Compensation Committee, Nominating and Governance Committee and a Strategic Advisory Committee. During fiscal 2009, the Audit Committee held four meetings, the Compensation Committee held nine meetings, the Nominating and Governance Committee held two meetings and the Strategic Advisory Committee held four meetings. During fiscal 2009, each director attended 100% of the meetings of the Board of Directors and committees on which such directors served. Each of the committees of the Board of Directors acts pursuant to a separate written charter adopted by the Board of Directors.

Independent Directors

The Board of Directors has affirmatively determined that Messrs. Alperin, Brons, Kabat, Laskawy and Matthews, Ms. Mashima and Drs. Hamburg (who voluntarily resigned from the Board of Directors on May 19, 2009), Sheares and Sullivan are "independent," as defined under Rule 5605(a)(2) of The Nasdaq Stock Market ("Nasdaq"). In determining Ms. Mashima's independence, the Board of Directors considered her significant other's employment with the Company's independent registered public accounting firm. He is a non-audit principal of such firm.

Independent directors, as defined under Nasdaq's Rule 5605(a)(2), meet at regularly scheduled executive sessions without members of Company management present.

Audit Committee

The Audit Committee currently consists of Messrs. Kabat (Chairman), Alperin and Laskawy. All of the members of the Audit Committee are independent directors as defined under Nasdaq's Rule 5605(a)(2). The Board of Directors has determined that each of the members of the Audit Committee are "audit committee financial experts," as defined under the rules of the Securities and Exchange Commission ("SEC") and, as such, each satisfy the requirements of Nasdaq's Rule 5605(c)(2)(A).

The Audit Committee oversees (i) our accounting and financial reporting processes, (ii) our audits and (iii) the integrity of our financial statements on behalf of the Board of Directors, including the review of our consolidated financial statements and the adequacy of our internal controls. In fulfilling its responsibility, the Audit Committee has direct and sole responsibility, subject to stockholder approval, for the appointment, compensation, oversight and termination of the independent registered public accounting firm for the purpose of preparing or issuing an audit report or related work. Additionally, the Audit Committee oversees those aspects of risk management and legal and regulatory compliance monitoring processes, which may impact our financial reporting. The Audit Committee meets at least four times each year and periodically meets separately with our management, internal auditor and the independent registered public accounting firm to discuss the results of their audit or review of the Company's consolidated financial statements, their evaluation of our internal controls, the overall quality of the Company's financial reporting, our critical accounting policies and to review and approve any related party transactions. We maintain procedures for the receipt, retention and the handling of complaints, which the Audit Committee established. The Audit Committee operates under a charter available on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption.

Compensation Committee

The Compensation Committee currently consists of Messrs. Alperin (Chairman), Kabat and Matthews. The Compensation Committee reviews and approves (i) all incentive and equity-based compensation plans in which officers or employees may participate, (ii) the Company's employee and executive benefits plans, and all related policies, programs and practices and (iii) arrangements with executive officers relating to their employment relationships with the Company, including, without limitation, employment agreements, severance agreements, supplemental pension or savings arrangements, change in control agreements and restrictive covenants. In addition, the Compensation Committee has overall responsibility for evaluating and approving the Company's compensation and benefit plans, policies and programs. Each member of the Compensation Committee is an independent director as defined under Nasdaq's Rule 5605(a)(2), "non-employee director" as defined under the SEC's rules and "outside director" as defined under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"). The Compensation Committee may form subcommittees, consisting of members of the committee, and delegate authority to such subcommittees as it deems appropriate. The Compensation Committee operates under a charter available on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption.

Use of Outside Advisors

In making its determinations with respect to executive compensation, the Compensation Committee has historically engaged the services of an independent compensation consultant, Pearl Meyer & Partners. Pearl Meyer & Partners has also assisted the Compensation Committee with several special projects, including advice on director compensation and the Company's Long-Term Incentive Program ("LTIP").

The Compensation Committee retains Pearl Meyer & Partners directly, although in carrying out assignments, Pearl Meyer & Partners also interacts with Company management when necessary and appropriate in order to obtain compensation and performance data for the executives and the Company. In addition, Pearl Meyer & Partners may, in its discretion, seek input and feedback from management regarding its consulting work product prior to presentation to the Compensation Committee in order to confirm alignment with the Company's business strategy, identify data questions or other similar issues, if any, prior to presentation to the Compensation Committee.

The Compensation Committee annually reviews competitive compensation data prepared by Towers Watson (formerly Towers Perrin), a professional services/human resource consulting company which provides a number of services to the Company.

The Compensation Committee has the authority to retain, terminate and set the terms of its relationship with any outside advisors who assist the Committee in carrying out its responsibilities.

Nominating and Governance Committee

The Nominating and Governance Committee currently consists of Messrs. Laskawy (Chairman) and Alperin and Dr. Sullivan. The purpose of the Nominating and Governance Committee is to identify individuals qualified to become Board of Directors members, recommend to the Board of Directors the persons to be nominated by the Board of Directors for election as directors at the annual meeting of stockholders, determine the criteria for selecting new directors and oversee the evaluation of the Board of Directors. In addition, the Nominating and Governance Committee reviews and reassesses our corporate governance procedures and practices and recommends any proposed changes to the Board of Directors for its consideration. All of the members of the Nominating and Governance Committee are independent directors as defined under Nasdaq's Rule 5605(a)(2). The Nominating and Governance Committee operates under a charter available on the Company's Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption.

The Nominating and Governance Committee will consider for nomination to the Board of Directors candidates suggested by stockholders, provided that such recommendations are delivered to the Company, together with the information required to be filed in a proxy statement with the SEC regarding director nominees and each such nominee's consent to serve as a director if elected, no later than the deadline for submission of stockholder proposals. Our policy is to consider nominations to the Board of Directors from stockholders who comply with the procedures set forth in the Company's Amended and Restated Certificate of Incorporation, as amended, for nominations at the Company's Annual Meeting of Stockholders and to consider such nominations using the same criteria it applies to evaluate nominees recommended by other sources. To date, we have not received any recommendations from stockholders requesting that the Nominating and Governance Committee consider a candidate for inclusion among the Committee's slate of nominees in the Company's proxy statement.

In evaluating director nominees, the Nominating and Governance Committee currently considers the following factors:

- the needs of the Company with respect to the particular talents, expertise and diversity of its directors;
- the knowledge, skills, reputation and experience of nominees, in light of prevailing business conditions and the knowledge, skills and experience already possessed by other members of the Board of Directors;
- familiarity with businesses similar or analogous to the Company; and
- experience with accounting rules and practices, and corporate governance principles.

The Nominating and Governance Committee, in accordance with its charter, seeks to create a Board of Directors that is strong in its collective knowledge and has a diversity of not only skills and experience, but also diversity in gender, culture and geography. The Nominating and Governance Committee assesses the effectiveness of its diversity policies by annually reviewing the nominees for director to the Company's Board of Directors to determine if such nominees satisfy the Company's then-current needs. The Nominating and Governance Committee determined that the nominees for election at the Annual Meeting to serve as directors satisfy the Company's current needs.

The Nominating and Governance Committee may also consider such other factors that it deems are in the best interests of the Company and its stockholders.

The Nominating and Governance Committee identifies nominees by first evaluating the current members of the Board of Directors willing to continue in service. Current members of the Board of Directors with skills and experience that are relevant to the Company's business and who are willing to continue in service are considered for re-nomination, balancing the value of continuity of service by existing members of the Board of Directors with that of obtaining a new perspective. If any member of the Board of Directors does not wish to continue in service or if the Nominating and Governance Committee or the Board of Directors decides not to re-nominate a member for re-election, the Nominating and Governance Committee identifies the desired skills and experience of a new nominee, and discusses with the Board of Directors suggestions as to individuals that meet the criteria. In addition, the Nominating and Governance Committee has the authority to retain third party search firms to evaluate or assist in identifying or evaluating potential nominees.

With the goal of increasing the effectiveness of the Board of Directors and its relationship to management, the Nominating and Governance Committee evaluates the Board of Director's performance as a whole. The evaluation process, which occurs at least annually, includes a survey of the individual views of all directors, which are then shared with the full Board of Directors. In addition, each of the committees of the Board of Directors performs a similar annual self-evaluation.

Strategic Advisory Committee

The Strategic Advisory Committee currently consists of Messrs. Matthews (Chairman), Brons and Laskawy, Ms. Mashima and Drs. Sheares and Sullivan. The purpose of the Strategic Advisory Committee is to provide advice to the Board of Directors and to our management regarding the monitoring and implementation of our corporate strategic plan, as well as general strategic planning. All of the members of the Strategic Advisory Committee are independent directors as defined under Nasdaq's Rule 5605(a)(2). The Strategic Advisory Committee operates under a charter available on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption.

Board of Directors' Leadership Structure

Since 1989, the Company has employed a traditional board leadership model, with our Chief Executive Officer also serving as Chairman of our Board of Directors. We believe this traditional leadership structure benefits our Company. A combined Chairman/CEO role helps provide strong, unified leadership for our management team and Board of Directors. Our customers, stockholders, suppliers and other business partners have always viewed our Chairman/CEO as a visionary leader in our industry, and we believe that having a single leader for the Company is good for our business. Accordingly, we believe a combined Chairman/CEO position is the best governance model for our Company and our stockholders.

Of the eight independent directors currently serving on our Board of Directors, all have demonstrated leadership in large enterprises and are familiar with board processes.

Our Board of Directors' committees, each comprised solely of independent directors and each with a separate Chairman, are the Audit, Compensation, Nominating and Governance and Strategic Advisory Committees. The Chairman of the Audit Committee oversees the accounting and financial reporting processes, legal and compliance matters relating to financial reporting, and the Company's risk management processes. The Chairman of the Compensation Committee oversees the annual performance evaluation of our Chairman/CEO and senior management. The Chairman of the Nominating and Governance Committee monitors matters such as the composition of the Board of Directors and its committees, Board performance and "best practices" in corporate governance and is also responsible for overseeing succession planning. The Chairman of the Strategic Advisory Committee oversees and monitors the implementation of our corporate strategic plan as well as general strategic planning.

Our directors bring a broad range of leadership experience to the boardroom and regularly contribute to the thoughtful discussion involved in effectively overseeing the business and affairs of the Company. We believe the atmosphere of our Board of Directors is collegial, that all Board members are well engaged in their responsibilities, and that all Board members express their views and consider the opinions expressed by other directors. We do not believe that appointing an independent Board Chairman, or a lead or presiding director, would improve the performance of the Board of Directors. In contrast, we believe that a hierarchical structure may inhibit all directors from fully engaging in Board activities.

The Board of Directors is responsible for selecting the Chairman/CEO. The Chairman/CEO establishes the agendas for each Board of Directors meeting and presides at Board of Directors and stockholder meetings. Pursuant to our governance guidelines, the Chairman of our Nominating and Governance Committee is responsible for coordinating the activities of the independent directors and has the authority to convene meetings of the independent directors of the Board of Directors, to set agendas for such meetings and to conduct and report on such meetings. The Chairman of the Nominating and Governance Committee takes input from the other independent directors when setting the agenda for the independent sessions. After the session, he acts as a liaison between the independent directors and the Chairman/CEO. We also have a mechanism for stockholders to communicate directly with non-management directors as a group or with any individual director.

On an annual basis, as part of our governance review and succession planning, the Nominating and Governance Committee evaluates our leadership structure to ensure that it remains the optimal structure for our Company and our stockholders. We recognize that different board of directors' leadership structures may be appropriate for companies with different histories and cultures, as well as companies with varying sizes and performance characteristics. We believe our current leadership structure—where our CEO serves as Chairman of the Board of Directors, our Board is comprised of experienced independent directors, our Board committees are led by independent directors and our independent directors hold regular meetings in executive session—is most appropriate and remains the optimal structure for our Company and our stockholders and has contributed to our Company's compounded growth rates for sales and net income since becoming a public company in 1995.

Board of Directors' Role in Oversight of Risk

Risk oversight is provided by a combination of our full Board of Directors and by the Board's committees (the Audit, the Compensation, the Nominating and Governance and the Strategic Advisory Committees, each of which is made up entirely of independent directors). The Audit Committee takes the lead risk oversight role, focusing primarily on risk management related to monitoring and controlling the Company's financial risks (i.e., the Committee oversees those aspects of risk management and legal and regulatory compliance monitoring processes, which may impact the Company's financial reporting) as well as related to financial accounting and reporting risks. The Compensation Committee focuses primarily on human capital matters such as executive compensation plans and executive agreements. The Nominating and Governance Committee focuses on succession planning, director nomination criteria and candidate identification as well as on evaluation of our corporate governance procedures and practices including performance evaluation of our Board of Directors and executive management. Finally, the Strategic Advisory Committee focuses primarily on the Company's strategic and business development plans including the risks associated with those plans.

Additionally, the Company holds periodic Risk Summits, where the Company's management team discusses a wide range of risks that may impact the Company. The Risk Summit is attended by members of the Board of Directors.

The Company's Executive Management Committee has responsibility to oversee and to actively manage material risks to the Company (including, without limitation, strategic, development, business, operational, human, financial and regulatory risks) as an integral part of the Company's business planning, succession planning and management processes. Various members of the management team provide reports to the Audit Committee on select risk management topics periodically throughout the year and the Chairman of the Audit Committee reports on these topics to the full Board of Directors.

The Company's management has a longstanding commitment to employing and imbedding sound risk management practices and disciplines into its business planning and management processes throughout the Company to better enable achievement of the Company's strategic, business, operational, financial and compliance objectives as well as to achieve and maintain a competitive advantage in the marketplace.

Stockholder Communications

Stockholders who wish to communicate with the Board of Directors may do so by writing to the Corporate Secretary of the Company at Henry Schein, Inc., 135 Duryea Road, Melville, New York 11747. The office of the Corporate Secretary will receive the correspondence and forward it to the Chairman of the Nominating and Governance Committee or to any individual director or directors to whom the communication is directed, unless the communication is unduly hostile, threatening, illegal, does not reasonably relate to the Company or its business or is similarly inappropriate.

Our policy is to encourage our Board of Directors' members to attend the Annual Meeting of Stockholders, and all of our directors standing for election attended the 2009 Annual Meeting of Stockholders.

Corporate Governance Guidelines

The Board of Directors has adopted Corporate Governance Guidelines, a copy of which is available on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption. Our Corporate Governance Guidelines address topics such as (i) role of the Board of Directors, (ii) director responsibilities, (iii) Board of Directors' composition, (iv) definition of independence, (v) committees, (vi) selection of Board of Directors nominees, (vii) orientation and continuing education of directors, (viii) executive session of independent directors, (ix) management development and succession planning, (x) Board of Directors' compensation, (xi) attendance of directors at the Annual Meeting of Stockholders, (xii) Board of Directors access to management and independent advisors, (xiii) annual evaluation of Board of Directors and committees, (xiv) submission of director resignations and (xv) communicating with the Board of Directors.

Among other things, the Company's Corporate Governance Guidelines provide that it is the Board of Directors' policy to periodically review issues related to the selection and performance of the Chief Executive Officer. At least annually, the Chief Executive Officer must report to the Board of Directors on the Company's program for management development and on succession planning. In addition, the Board of Directors and Chief Executive Officer shall periodically discuss the Chief Executive Officer's recommendations as to a successor in the event of the sudden resignation, retirement or disability of the Chief Executive Officer.

The Company's Corporate Governance Guidelines also provide that it is the Board of Directors' policy that, in light of the increased oversight and regulatory demands facing directors, directors must be able to devote sufficient time to carrying out their duties and responsibilities effectively. Accordingly, directors should not serve on more than five other boards of public companies in addition to the Company's Board of Directors.

Code of Business Conduct and Ethics

In addition to our Worldwide Business Standards applicable to all employees, we have adopted a Code of Business Conduct and Ethics that applies to our Chief Executive Officer, Chief Financial Officer, Controller (if any) and Vice President of Corporate Finance (if any) or persons performing similar functions. The Code of Business Conduct and Ethics is posted on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption. We intend to disclose on our website any amendment to, or waiver of, a provision of the Code of Business Conduct and Ethics that applies to the Chief Executive Officer, Chief Financial Officer, Controller (if any) and Vice President of Corporate Finance (if any) or persons performing similar functions.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table presents certain information regarding beneficial ownership of our common stock as of March 12, 2010 by (i) each person we know is the beneficial owner of more than 5% of the outstanding shares of common stock, (ii) each director of the Company, (iii) each nominee for director of the Company, (iv) our Chief Executive Officer, our Chief Financial Officer and each of the other three most highly paid executive officers serving as of December 26, 2009 (the "Named Executive Officers") and (v) all directors and executive officers as a group.

	Shares Beneficially Owned	
Names and Addresses[1]	**Number**	**Percent of Class**
Barry J. Alperin[2]	105,050	*
Gerald A. Benjamin[3]	182,354	*
Stanley M. Bergman[4]	1,210,747	1.3%
James P. Breslawski[5]	415,528	*
Paul Brons[6]	33,225	*
Donald J. Kabat[7]	99,256	*
Stanley Komaroff[8]	188,197	*
Philip A. Laskawy[9]	101,344	*
Karyn Mashima[10]	7,300	*
Norman S. Matthews[11]	117,116	*
Mark E. Mlotek[12]	170,015	*
Steven Paladino[13]	299,839	*
Bradley T. Sheares, Ph.D.	0	*
Louis W. Sullivan, M.D.[14]	77,838	*
BlackRock, Inc.[15]	5,195,629	5.7%
FMR LLC[16]	10,488,156	11.6%
T. Rowe Price Associates, Inc.[17]	12,746,676	14.0%
Directors and Executive Officers as a Group (19 persons)[18]	3,538,467	3.9%

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* Represents less than 1%.

[1] Unless otherwise indicated, the address for each person is c/o Henry Schein, Inc., 135 Duryea Road, Melville, New York 11747.

[2] Represents (i) 5,590 shares owned directly and over which he has sole voting and dispositive power, (ii) 3,730 shares of restricted common stock, (iii) outstanding options to purchase 93,241 shares that either are exercisable or will become exercisable within 60 days and (iv) 2,489 shares of the Company held in his Non-Employee Director Deferred Compensation Plan account.

[3] Represents (i) 16,338 shares owned directly and over which he has sole voting and dispositive power, (ii) 23,687 shares of restricted common stock, (iii) outstanding options to purchase 139,647 shares that either are exercisable or will become exercisable within 60 days and (iv) 2,682 shares of the Company held in a 401(k) Plan account.

[4] Represents (i) 22,736 shares that Mr. Bergman owns directly and over which he has sole voting and dispositive power, (ii) 37,900 shares of restricted common stock, (iii) outstanding options to purchase 84,211 shares that either are exercisable or will become exercisable within 60 days, (iv) 4,199 shares of the Company held in a 401(k) Plan account, (v) 1,056,461 shares over which Marion Bergman, Mr. Bergman's wife, and Lawrence O. Sneag have shared voting and dispositive power as co-trustees of the Stanley M. Bergman Continuing Trust dated September 15, 1994, (vi) 4,817 shares over which Mr. Bergman's sons have shared voting and dispositive power as trustees of a trust for the benefit of a third party, wherein Mr. Bergman is the grantor and (vii) 423 shares owned indirectly by Mr. Bergman's wife over which Mr. Bergman has shared voting and dispositive power. Mr. Bergman disclaims beneficial ownership with respect to the 4,817 shares held in trust by his sons for the benefit of a third party.

[5] Represents (i) 112,595 shares owned directly and over which he has sole voting and dispositive power, (ii) 28,424 shares of restricted common stock, (iii) outstanding options to purchase 271,260 shares that either are exercisable or will become exercisable within 60 days and (iv) 3,249 shares of the Company held in a 401(k) Plan account.

[6] Represents (i) 1,984 shares owned directly and over which he has sole voting and dispositive power and (ii) outstanding options to purchase 31,241 shares that either are exercisable or will become exercisable within 60 days.

[7] Represents (i) 1,590 shares owned directly and over which he has sole voting and dispositive power, (ii) 3,730 shares of restricted common stock, (iii) 2,000 shares held indirectly over which Mr. Kabat and his wife are co-trustees for the benefit of his wife and over which Mr. Kabat has shared voting and dispositive power, (iv) outstanding options to purchase 90,241 shares that either are exercisable or will become exercisable within 60 days and (v) 1,695 shares of the Company held in his Non-Employee Director Deferred Compensation Plan account.

[8] Represents (i) 10,450 shares owned directly and over which he has sole voting and dispositive power, (ii) 23,687 shares of restricted common stock, (iii) outstanding options to purchase 153,897 shares that either are exercisable or will become exercisable within 60 days and (iv)163 shares of the Company held in a 401(k) Plan account.

[9] Represents (i) 2,121 shares owned directly and over which he has sole voting and dispositive power, (ii) 3,730 shares of restricted common stock, (iii) 4,000 shares owned indirectly by Mr. Laskawy's wife over which he has shared voting and dispositive power, (iv) outstanding options to purchase 81,241 shares that either are exercisable or will become exercisable within 60 days and (v) 10,252 shares of the Company held in his Non-Employee Director Deferred Compensation Plan account.

[10] Represents (i) 550 shares owned directly and over which she has sole voting and dispositive power, (ii) 2,003 shares of restricted common stock, (iii) outstanding options to purchase 2,246 shares that either are exercisable or will become exercisable within 60 days, and (iv) 2,501 shares of the Company held in her Non-Employee Director Deferred Compensation Plan account.

[11] Represents (i) 11,921 shares owned directly and over which he has sole voting and dispositive power, (ii) 3,730 shares of restricted common stock, (iii) 9,400 shares owned indirectly by Mr. Matthews' wife, Peter Banks and Harold Tanner as trustees of a trust for the benefit of Mr. Matthews' wife over which he has shared voting and dispositive power, (iv) outstanding options to purchase 81,241 shares that either are exercisable or will become exercisable within 60 days and (v) 10,824 shares of the Company held in his Non-Employee Director Deferred Compensation Plan account.

[12] Represents (i) 10,250 shares owned directly and over which he has sole voting and dispositive power, (ii) 23,687 shares of restricted common stock, (iii) 800 shares owned indirectly by Mr. Mlotek's children over which he has shared voting and dispositive power, (iv) outstanding options to purchase 133,447 shares that either are exercisable or will become exercisable within 60 days and (v) 1,831 shares of the Company held in a 401(k) Plan account.

[13] Represents (i) 22,319 shares owned directly and over which he has sole voting and dispositive power, (ii) 23,687 shares of restricted common stock, (iii) outstanding options to purchase 250,697 shares that either are exercisable or will become exercisable within 60 days and (iv) 3,136 shares of the Company held in a 401(k) Plan account.

[14] Represents (i) 2,621 shares owned directly and over which he has sole voting and dispositive power, (ii) 3,730 shares of restricted common stock, (iii) outstanding options to purchase 65,741 shares that either are exercisable or will become exercisable within 60 days and (iv) 5,746 shares of the Company held in his Non-Employee Director Deferred Compensation Plan account.

[15] The principal office of BlackRock, Inc. is 40 East 52nd Street, New York, New York 10022. The foregoing information regarding the stock holdings of BlackRock, Inc. is based on a Schedule 13G filed by BlackRock, Inc. with the SEC on January 29, 2010.

[16] The principal office of FMR LLC is 82 Devonshire Street, Boston, Massachusetts 02109. The foregoing information regarding the stock holdings of FMR LLC and its affiliates is based on an amended Schedule 13G filed by FMR LLC with the SEC on February 16, 2010.

[17] The principal office of T. Rowe Price Associates, Inc. ("Price Associates") is 100 East Pratt Street, Baltimore, Maryland 21202. These securities are owned by various individual and institutional investors which Price Associates serves as investment adviser with power to direct investments and/or sole power to vote the securities. For purposes of the reporting requirements of the Securities Exchange Act of 1934, as amended, Price Associates is deemed to be a beneficial owner of such securities; however, Price Associates expressly disclaims that it is, in fact, the beneficial owner of such securities. The foregoing information regarding the stock holdings of Price Associates and its affiliates is based on an amended Schedule 13G filed by Price Associates with the SEC on February 12, 2010.

[18] Includes (i) with respect to all directors and Named Executive Officers, (a) 1,474,340 shares, directly or indirectly, beneficially owned, including restricted common stock, (b) 48,767 shares of the Company held in 401(k) Plan accounts and in Non-Employee Director Deferred Compensation Plan accounts, as applicable and (c) outstanding options to purchase 1,478,351 shares that either are exercisable or will become exercisable within 60 days; and (ii) with respect to all executive officers that are not Named Executive Officers or directors, (a) 115,611 shares, directly or indirectly, beneficially owned, including restricted common stock, (b) 6,778 shares of the Company held in 401(k) Plan accounts and (c) outstanding options to purchase 414,620 shares that either are exercisable or will become exercisable within 60 days.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Our executive officers and directors are required under the Securities Exchange Act of 1934 (the "Exchange Act") to file reports of ownership of common stock of the Company with the SEC. Copies of those reports must also be furnished to the Company. Based solely on a review of the copies of reports furnished to the Company and written representations that no other reports were required, the Company believes that during fiscal 2009 the executive officers and directors of the Company timely complied with all applicable filing requirements, except that due to a technical administrative error, one report filed on behalf of Mr. Komaroff covering two transactions, which was attempted to be timely filed on March 3, 2009 but was inadvertently filed as a test filing, was not officially filed as a live filing until March 11, 2009.

COMPENSATION DISCUSSION AND ANALYSIS

Compensation Objectives and Strategy

The Company's executive officer compensation program is designed to attract and retain the caliber of officers needed to ensure the Company's continued growth and profitability and to reward them for their performance, the Company's performance and for creating long term value for stockholders. The primary objectives of the program are to:

- align rewards with performance that creates stockholder value;
- support the Company's strong team orientation;
- encourage high potential team players to build a career at the Company; and
- provide rewards that are cost-efficient, competitive with other organizations and fair to employees and stockholders.

The Company's executive compensation programs are approved and administered by the Compensation Committee of the Board of Directors. Working with management and outside advisors, the Compensation Committee has developed a compensation and benefits strategy that rewards performance, promotes appropriate conduct, and reinforces a culture that the Compensation Committee believes will drive long-term success.

The compensation program rewards team accomplishments while promoting individual accountability. The executive officer compensation program depends, in significant measure, on Company results, but business unit results and individual accomplishments are also very important factors in determining each executive's compensation. The Company has a robust planning and goal-setting process that is fully integrated into the compensation system, enhancing a strong relationship between individual efforts, Company results and financial rewards.

A major portion of total compensation is placed at risk through annual and long-term incentives. As shown in the Summary Compensation Table, in 2009 the sum of restricted stock awards, options, non-equity incentive plan compensation (annual incentive awards) and bonus, if any, represented between 65.8% and 69.5% of the total compensation for the Named Executive Officers. The combination of incentives is designed to balance annual operating objectives and Company earnings performance with longer-term stockholder value creation.

We seek to provide competitive compensation that is commensurate with performance. We target compensation at the median of the market, and calibrate both annual and long-term incentive opportunities to generate less-than-median awards when goals are not fully achieved and greater-than-median awards when goals are exceeded.

We seek to promote a long-term commitment to the Company by our senior executives. We believe that there is great value to the Company in having a team of long-tenure, seasoned managers. Our team-focused culture and management processes are designed to foster this commitment. The vesting schedules attached to restricted stock and option awards reinforce this long-term orientation.

Role of the Compensation Committee

General

The Compensation Committee provides overall guidance for our executive compensation policies and determines the amounts and elements of compensation for our executive officers. The Compensation Committee's function is more fully described in its charter which has been approved by our Board of Directors. The charter is available on our Internet website at *www.henryschein.com*, under the About Henry Schein-Corporate Governance caption.

When considering decisions concerning the compensation of our executive officers, other than the Chief Executive Officer, the Compensation Committee asks for Mr. Bergman's recommendations, including his detailed evaluation of each executive's performance.

Use of Outside Advisors

In making its determinations with respect to executive compensation, the Compensation Committee has historically engaged the services of Pearl Meyer & Partners, an independent compensation consultant. Pearl Meyer & Partners performs no services for the Company or Company's management.

Compensation Structure

Pay Elements – Overview

The Company utilizes four main components of compensation:

- *Base Salary* – fixed pay that takes into account an individual's role and responsibilities, experience, expertise and individual performance;
- *Annual Incentive Compensation* – variable pay that is designed to reward attainment of annual business goals, with target award goals generally expressed as a percentage of base salary;
- *Equity-Based Awards* – stock-based awards including options, restricted stock and restricted stock units; and
- *Other Benefits and Perquisites* – includes medical, dental and life insurance benefits, retirement savings, car allowances and, in the case of Mr. Bergman, certain additional services.

Pay Elements – Details

Base Salary

The Compensation Committee annually reviews executive officer salaries and makes adjustments as warranted based on individual responsibilities and performance, Company performance in light of market conditions and competitive practice. Salary adjustments are generally approved and implemented during the first quarter of the calendar year (typically in March). In January 2009, in light of the economic conditions, the Company announced a salary freeze at March 2008 levels for all employees (except in connection with certain promotions and contractual obligations), including the Named Executive Officers, for the period of March 2009 to March 2010. Additionally, the Company announced that it will continue to freeze the salaries for the Named Executive Officers at March 2008 levels for fiscal year 2010.

Annual Incentive Compensation

Annual incentive compensation for each of the Company's executive officers is paid under the Performance Incentive Plan ("PIP") for such year. The components of the PIP are designed to reward the achievement of pre-established corporate, business unit and individual performance goals. At the beginning of each year, the Chief Executive Officer recommends to the Compensation Committee which executive officers should participate in the PIP for that year and, following review and approval by the Compensation Committee, such officers are notified of their participation. The Chief Executive Officer recommends to the Compensation Committee the PIP's performance goals and target payout for executive officers (other than himself), subject to the Compensation Committee's review and approval, and determines such goals and target payout for participants who are not executive officers.

PIP awards for 2009 performance for the Named Executive Officers were established at the beginning of 2009. For the Named Executive Officers (other than Mr. Bergman), the performance goals under the 2009 PIP were based on (i) the Company's 2009 earnings per share measured against pre-established standards, as may be adjusted pursuant to the terms of the 2009 PIP (the "2009 EPS Target"), (ii) achievement of financial goals in their respective business units ("Business Financial Goal") and (iii) achievement of individual objectives ("Individual Performance Goal"). In January 2009, in light of the economic conditions, the Company announced that the target amount for 2009 PIP bonuses would remain unchanged from 2008 target PIP bonuses to all employees (except in connection with certain promotions and contractual obligations), including the Named Executive Officers, for fiscal year 2009.

The weight (as a percentage of the PIP target payout) for each component of the PIP awards for Messrs. Breslawski, Komaroff, Paladino and Mlotek are as follows:

- Mr. Breslawski: Business Financial Goal of 55%; 2009 EPS Target of 30% and Individual Performance Goal of 15%;
- Mr. Komaroff: Business Financial Goal of 10%; 2009 EPS Target of 50% and Individual Performance Goal of 40%;
- Mr. Paladino: Business Financial Goal of 20%; 2009 EPS Target of 60% and Individual Performance Goal of 20%; and
- Mr. Mlotek: Business Financial Goal of 10%; 2009 EPS Target of 40% and Individual Performance Goal of 50%.

In March 2009, the Compensation Committee set the 2009 EPS Target at $3.11, representing the target goal designed to result in a PIP award payout equal to 100%. Pursuant to the 2009 PIP, the Compensation Committee may (i) adjust the PIP goals for acquisitions and new business ventures not initially considered when developing the target, (ii) exclude from the calculation of the 2009 EPS items of gain, loss or expense related to the disposal of a business or discontinued operations, capital transactions undertaken by the Company during the fiscal year, the Company's repurchase of any class of its securities during the fiscal year or changes in accounting principles or changes in applicable law or regulations and (iii) adjust the EPS target for items resulting from unforeseen events or facts and circumstances outside the Company's control and may take into account the quality of earnings and/or circumstances of achievement when determining awards. Also, the Compensation Committee or the CEO (solely with respect to non-executive officers) may award all or a portion of a PIP award upon the attainment of any goals (including the applicable predefined goals). In addition, the Compensation Committee or the CEO (solely with respect to non-executive officers) may grant discretionary awards. To account for the impact of acquisitions, accounting changes and certain capital transactions that occurred in 2009, the Compensation Committee increased the 2009 EPS Target from $3.11 to $3.13. Our 2009 EPS from continuing operations was $3.21, which resulted in a payout of 172% of the EPS Target portion of the PIP award based on a pre-established weighted formula set by the Compensation Committee under the 2009 PIP.

The Compensation Committee believes that the Business Financial Goal and Individual Performance Goal are designed to motivate management to achieve challenging, but attainable goals for talented executives. The Compensation Committee sets the targets for PIP awards such that incentive compensation is paid at less-than-median of the market awards when Business Financial Goal or Individual Performance Goal are not fully achieved and greater-than-median awards when goals are exceeded. The maximum payout percentage under the PIP for all employees (including the Named Executive Officers) is 200% for the EPS Target and the Business Financial Goal and 115% for the Individual Performance Goal.

During the first quarter of 2010, the Chief Executive Officer reviewed the relevant financial and operating performance achievements of the Company and its business units, as well as the individual performance of the participating officers (other than himself), against the PIP performance goals that had been previously established, and submitted proposed PIP awards for the participating officers to the Compensation Committee for approval. There were no discretionary amounts paid under the PIP awards in 2009 for the Named Executive Officers.

PIP awards for the Named Executive Officers appear in the Summary Compensation Table in the column captioned "Non-Equity Incentive Plan Compensation."

Mr. Bergman's annual incentive award is based on pre-established performance goals set under the Company's Section 162(m) Cash Bonus Plan and the PIP. Mr. Bergman's 2009 award under the Section 162(m) Cash Bonus Plan was based on the Company's 2009 EPS Target (weighted at 75% of his total award under both plans) and the average performance of the Company's other executive officers with respect to their Business Financial Goal (weighted at 12½% of his total award under both plans). Mr. Bergman's 2009 award under the PIP was based on the average performance for Individual Performance Goal of the Company's other executive officers (weighted at 12½% of his total award under both plans).

The Compensation Committee determined that Mr. Bergman was eligible for a bonus under the Company's Section 162(m) Cash Bonus Plan equal to $2,431,819 with respect to 2009 performance. In making its bonus determination, the Compensation Committee certified the achievement of the 2009 performance goals that were set in March 2009 and evaluated the Company's 2009 EPS Target (as adjusted) and the average bonuses earned by the Company's executive officers (including the Named Executive Officers) that related to the achievement of their objective Business Financial Goals as compared to their target bonus opportunities.

The Compensation Committee also determined that Mr. Bergman was eligible for a bonus under the 2009 PIP equal to $223,819 with respect to 2009 performance. In making such bonus determination, the Compensation Committee certified the achievement level of the average actual bonuses earned by the Company's executive officers (including the Named Executive Officers) that relate to their objective Individual Performance Goals as compared to their target bonus goals. Such bonus was awarded based on the Company's strong team-based approach and to further motivate Mr. Bergman to facilitate the individual performance of the Company's executive officers.

Such achievements, under both the Section 162(m) Cash Bonus Plan and the 2009 PIP, generated a total bonus amount of $2,655,638. However, given the Company's strong team-based approach, the Company's general philosophy regarding executive compensation and current market conditions, Mr. Bergman suggested to the Compensation Committee that in determining his 2009 bonus it should consider reducing his bonus in line with the percentage received by the other Named Executive Officers compared with their prior year's bonuses. (The 2009 PIP bonuses were, on average, 134% of the amounts payable to the Named Executive Officers (other than Mr. Bergman) with respect to their 2008 PIP bonus.) The Compensation Committee considered and accepted Mr. Bergman's proposal and reduced Mr. Bergman's 2009 bonus to $1,900,000 (136% of the amount Mr. Bergman received with respect to his 2008 PIP bonus). The decision to adjust the amount payable to Mr. Bergman is in no way a reflection on his performance, but instead reflects the strong team-based philosophy of management.

Equity-Based Awards

The Company and the Compensation Committee believe that equity-based awards are an important factor in aligning the long-term financial interest of the officers and stockholders. The Compensation Committee continually evaluates the use of equity-based awards and intends to continue to use such awards in the future as part of designing and administering the Company's compensation program. Beginning March 2009, equity-based awards were granted solely in the form of restricted stock and restricted stock units. In 2006, 2007 and 2008, the Compensation Committee granted equity incentives with a mix of 50% options and 50% restricted stock or restricted stock units. The stated percentages were based on value, with values for options being based on the Black-Scholes option pricing model. Prior to 2006, the Compensation Committee granted equity incentives solely in the form of options. For all option awards, the exercise price has always been the grant date closing market price per share and a time-based vesting schedule has been generally used, vesting in four equal annual installments beginning on the first anniversary of the grant date, provided that no termination of service had occurred.

The current method of allocating the equity-based awards solely to restricted stock and restricted stock units is designed to use fewer shares while continuing to provide long-term incentives with a strong retention component to participants. Performance-based restricted stock and restricted stock units vest 100% on the third anniversary of the grant date (three year cliff vesting) and time-based restricted stock and restricted stock units vest 100% on the fourth anniversary of the grant date (four year cliff vesting), in each case provided that no termination of service had occurred. For all participants, other than executive officers, the restricted stock/units are allocated as 50% performance-based awards and 50% time-based awards. Mr. Bergman receives his awards of restricted stock as 100% performance-based awards. Executive officers (other than Mr. Bergman) receive 65% of their awards in the form of performance-based restricted stock and 35% of their awards in the form of time-based restricted stock. Except with respect to new hires, all grants are issued on the date they are approved by the Compensation Committee. In the case of new hires, grants are approved by the Compensation Committee for grant on the last business day of the fiscal quarter in which such grant was approved.

Awards of restricted stock and restricted stock units granted to the Named Executive Officers use performance-based vesting and vest at the end of three years if certain Company performance goals are met, provided that no termination of service has occurred. Performance goals are tied solely to growth of the Company's diluted earnings per share ("EPS"). For 2006, 2007 and 2008, these performance goals were based on the Company's long-term earnings growth objectives of earnings per share growth in the mid-teens (as a percentage) per year. For awards of performance-based restricted stock and restricted stock units granted in 2009 and 2010, we continue to tie the performance goals solely to the Company's EPS but at lower growth rates to reflect economic conditions. On March 5, 2010, the performance-based restricted stock granted under the 2007 LTIP vested with an achievement of 99.7% of the EPS performance goal and a payout awarded in shares of Company common stock equal to 96.25% of the original number of shares granted and not otherwise forfeited. Although at the time the goal is set, it is substantially uncertain that the goal will be achieved, with respect to performance-based equity awards granted in 2008, given economic conditions and Company performance to date, it is anticipated that our executives will not earn the full target awards for that year's grants. With respect to performance-based equity awards granted in 2009, given improving economic conditions and Company performance to date, it is anticipated that our executives will earn more than the full target awards for that year's grant. Pursuant to the 2007, 2008 and 2009 LTIP, the Compensation Committee is required to (i) adjust the LTIP goals for acquisitions and new business ventures not initially considered when developing the target, (ii) exclude from the calculation of the 2009 EPS items of gain, loss or expense related to the disposal of a business or discontinued operations, capital transactions undertaken by the Company during the fiscal year, the Company's repurchase of any class of its securities during the fiscal year or changes in accounting principles or changes in applicable law or regulations and (iii) adjust the EPS target for items of gain, loss or expense that are related to extraordinary, special, unusual or non-recurring items, events or circumstances affecting the Company. To account for the impact of acquisitions, accounting changes and certain capital transactions that occurred in 2009, the Compensation Committee decreased the three year EPS goal for the performance-based restricted stock granted in 2007 by 1.1%, decreased the three year EPS goal for the performance-based restricted stock granted in 2008 by 0.7% and increased the three year EPS goal for the performance-based restricted stock granted in 2009 by 0.6%.

In March 2009, in light of economic conditions, the Compensation Committee reduced the value of the equity-based awards for all participants receiving grants under the 1994 Stock Incentive Plan, including the Named Executive Officers, by 20% compared with the value of the equity-based awards given to such individuals in fiscal 2008 and in March 2010, the Compensation Committee determined that the value of such equity-based awards would remain consistent in value for the Named Executive Officers compared to the 2009 awards. Additionally, in March 2010, the Compensation Committee determined that 2010 LTIP awards of performance-based restricted stock would be capped at a maximum payout of 200%. Furthermore, based on a comparative review of similar companies, the Compensation Committee modified the vesting of equity grants made on or after March 2010 under the Company's LTIP if termination of employment is due to retirement (solely with respect to restricted stock units), death, disability or change in control (as defined in the 1994 Stock Incentive Plan) to allow for pro-rated or accelerated vesting.

On March 10, 2010, Mr. Bergman was granted 17,133 performance-based restricted stock units (three year cliff vesting) with a grant date fair value of $960,000. Mr. Breslawski was granted 12,850 restricted stock units on March 10, 2010, (65% of which are performance-based with three year cliff vesting and 35% of which are time-based with four year cliff vesting) with a grant date fair value of $720,000. Each of Messrs. Paladino, Komaroff and Mlotek were granted 10,708 restricted stock units on March 10, 2010 (65% of which are performance-based with three year cliff vesting and 35% of which are time-based with four year cliff vesting) with a grant date fair value of $600,000. Each such grant was made under the Company's 1994 Stock Incentive Plan.

Other Benefits and Perquisites

The Company's executive compensation program also includes other benefits and perquisites. These benefits include annual matching contributions to executive officers' 401(k) Plan accounts, annual allocations to the Company's Supplemental Executive Retirement Plan ("SERP") accounts, health benefits, automobile allowances and life insurance coverage. The Company annually reviews these other benefits and perquisites and makes adjustments as warranted based on competitive practices and the Company's performance. In 2009, the Compensation Committee, effective January 1, 2010, increased the annual car allowance for those participating (including executive officers) from $18,000 per annum to $20,400 per annum. A portion of the administrative services provided to Mr. Bergman have been determined to be non-business related and such portion is included in his taxable income as additional compensation. The Compensation Committee has approved these other benefits and perquisites as a reasonable component of the Company's executive officer compensation program in light of historical and competitive practices. (See the "All Other Compensation" column in the Summary Compensation Table.)

Pay Mix

We utilize the particular elements of compensation described above because we believe that it provides a well-proportioned mix of secure compensation, retention value and at-risk compensation which produces short-term and long-term performance incentives and rewards without encouraging inappropriate risk-taking by our executive officers. By following this approach, we provide the executive a measure of security with a minimum expected level of compensation, while motivating the executive to focus on business metrics that will produce a high level of short term and long-term performance for the Company and long-term wealth creation for the executive, as well as reducing the risk of recruitment of top executive talent by competitors. The mix of metrics used for our annual incentive program (*i.e.*, the PIP and the Section 162(m) Cash Bonus Plan) and our annual LTIP likewise provides an appropriate balance between short-term financial performance and long-term financial and stock performance.

For executive officers, the mix of compensation is weighted heavily toward at-risk pay (annual incentives and long-term incentives). Maintaining this pay mix results fundamentally in a pay-for-performance orientation for our executives, which is aligned with our stated compensation philosophy of providing compensation commensurate with performance, while targeting pay at approximately the 50th percentile of the competitive market.

Pay Levels and Benchmarking

Pay levels for executive officers are determined based on a number of factors, including the individual's roles and responsibilities within the Company, the individual's experience and expertise, the pay levels for peers within the Company, pay levels in the marketplace for similar positions and performance of the individual and the Company as a whole. The Compensation Committee is responsible for approving pay levels for the executive officers. In determining the pay levels, the Compensation Committee considers all forms of compensation and benefits.

The Compensation Committee assesses "competitive market" compensation using a number of sources. One of the data sources used in setting competitive market levels for the executive officers is the information publicly disclosed by a peer group of the Company, which is reviewed annually and may change from year to year. The peer group of companies is set by the Compensation Committee and consists of companies engaged in the distribution and/or manufacturing of healthcare products or industrial equipment and supplies. The Compensation Committee determines the peer group of companies based on the following considerations, among other things: (i) Standard Industrial Classification or SIC codes; (ii) Global Industry Classification System or GICS; (iii) companies identified by Hoover's, Inc. as our peer companies; (iv) companies listed as peers by our current list of peer companies and (v) company size, including, among other things size by market capitalization, revenue and number of employees. Based on such analysis, the Compensation Committee has determined the peer group of companies to be Dentsply International Inc., MSC Industrial Direct Co., Inc., Omnicare, Inc., Owens & Minor, Inc., Patterson Companies, Inc., PSS World Medical, Inc. and W.W. Grainger, Inc. At management's direction, Towers Watson, a professional services/human resources consulting company, prepares the peer group analysis and comparative data for companies with revenues between $6 billion and $10 billion for the Company. This information is shared with the Compensation Committee and the Compensation Committee reviews such information with its independent compensation consultant, Pearl Meyers & Partners.

After consideration of the data collected on external competitive levels of compensation and internal relationships within the executive group, the Compensation Committee makes decisions regarding individual executives' target total compensation goals based on the need to attract, motivate and retain an experienced and effective management team.

Relative to the competitive market data, the Compensation Committee generally intends that the base salary and target annual incentive compensation for each executive will be at the median of the competitive market.

As noted above, notwithstanding the Company's overall pay positioning objectives, pay goals for specific individuals vary based on a number of factors such as scope of duties, tenure, institutional knowledge and/or difficulty in recruiting a new executive. Actual total compensation in a given year will vary above or below the target compensation levels based primarily on the attainment of operating goals and the creation of stockholder value.

Conclusion

The level and mix of compensation that is finally decided upon is considered within the context of both the objective data from our competitive assessment of compensation and performance, as well as discussion of the subjective factors as outlined above. The Compensation Committee believes that each of the compensation packages is within the competitive range of practices when compared to the objective comparative data even where subjective factors have influenced the compensation decisions.

Post Termination and Change in Control

The Company believes that a strong, motivated management team is essential to the best interests of the Company and its stockholders. To that end, we have employment agreements with Mr. Bergman and Mr. Komaroff and we have had change in control agreements with the Named Executive Officers, other than Mr. Bergman, since 2003. These agreements provide for certain payments to be made upon termination of employment under certain circumstances, including upon a change in control. See "Employment Agreements and Post Termination and Change in Control Arrangements" under "Executive and Director Compensation" for a discussion of these agreements.

Stock Ownership Policy

The Company believes that, to align the interests of the executive officers and directors of the Company with the stockholders of the Company, the executive officers and directors of the Company should have a financial stake in the Company. In March 2006, the Board of Directors adopted a policy requiring each executive officer to own, no later than three years from the effective date of the policy, equity in the Company equal to a minimum of three times such executive officer's annual base salary. Newly appointed executive officers will have three years from the date of their appointment to comply with the stock ownership policy. The Board of Directors will evaluate whether exceptions should be made for any executive officer on whom this requirement would impose a financial hardship or for other appropriate reasons as determined by the Board of Directors. Equity includes: shares of any class of capital stock; shares of vested restricted stock; unexercised vested options; vested shares of common stock held in such executive officer's 401(k) Plan account; warrants or rights to acquire shares of capital stock; and securities that are convertible into shares of capital stock; provided that an amount equal to at least 20% of such executive officer's annual base salary, must be owned by such executive officer in the form of shares of common stock. The Stock Ownership Policy for non-employee directors of the Company is set forth under "Executive and Director Compensation-Director Compensation for Fiscal 2009-Stock Ownership Policy".

Further, as a guideline, executive officers may only sell up to one-half of the equity value above the ownership requirement.

Impact of Tax and Accounting

As a general matter, the Compensation Committee considers the various tax and accounting implications of compensation vehicles employed by the Company.

When determining amounts of long-term incentive grants to executives and employees, the Compensation Committee examines the accounting cost associated with the grants. Under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, grants of options, restricted stock, restricted stock units and other share-based payments result in an accounting charge for the Company. The accounting charge is equal to the fair value of the instruments being issued. For restricted stock and restricted stock units, the cost is equal to the fair value of the stock on the date of grant multiplied by the number of shares or units granted. For options, the cost is equal to the Black-Scholes value on the date of grant multiplied by the number of shares or units granted. This expense is amortized over the requisite service period, or vesting period of the instruments. Although the Company has begun to utilize restricted stock and restricted stock units, the Compensation Committee is mindful of the fact that, with respect to options, the accounting charge is not reversible should the option expire with an exercise price less than the market price. Additionally, the Compensation Committee may grant compensation that does not constitute performance-based compensation under Section 162(m) of the Code if it considers it appropriate and in the best interest of the Company. Grants under the Company's Section 162(m) Cash Bonus Plan, option grants and awards of performance-based restricted stock are generally intended to be performance-based under Section 162(m) of the Code; although grants under the PIP are tied to the Company's performance, these are not intended to meet the requirements under Section 162(m).

Section 162(m) of the Code generally prohibits any publicly held corporation from taking a federal income tax deduction for compensation paid in excess of $1 million in any taxable year to certain Named Executive Officers. Exceptions are made for qualified performance-based compensation, among other things. It is the Compensation Committee's policy to maximize the effectiveness of our executive compensation plans, however, the Compensation Committee reserves the right to make adjustments that may result in the payment of non-deductible compensation.

COMPENSATION COMMITTEE REPORT

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with management and based on the review and discussions, the Compensation Committee recommended to the Company's Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement and incorporated by reference into the Company's annual report on Form 10-K.

THE COMPENSATION COMMITTEE
Barry J. Alperin, Chairman
Donald J. Kabat
Norman S. Matthews

EXECUTIVE AND DIRECTOR COMPENSATION

Executive Officers

Our executive officers and their ages and positions as of March 12, 2010 are:

Name	Age	Position
Gerald A. Benjamin	57	Executive Vice President, Chief Administrative Officer, Director
Stanley M. Bergman	60	Chairman, Chief Executive Officer, Director
James P. Breslawski	56	President, Chief Operating Officer, Director
Leonard A. David	61	Senior Vice President, Chief Compliance Officer
James Harding	54	Senior Vice President, Corporate Chief Technology Officer
Stanley Komaroff	74	Senior Advisor
Mark E. Mlotek	54	Executive Vice President, Corporate Business Development, Director
Steven Paladino	52	Executive Vice President, Chief Financial Officer, Director
Michael Racioppi	55	Senior Vice President, Chief Merchandising Officer
Lonnie Shoff	51	President, Global Healthcare Specialties
Michael Zack	57	President, International Group

The biographies for Messrs. Benjamin, Bergman, Breslawski, Mlotek and Paladino follow the table listing our directors under “Proposal 1 – Election of Directors” above. Biographies for our other executive officers are:

LEONARD A. DAVID has been with the Company for 20 years (since 1990), and in his current position as Corporate Senior Vice President and Chief Compliance Officer since 2006. He is also a member of the Executive Management Committee. Mr. David joined the Company as General Counsel and subsequently held the position of head of Human Resources, Regulatory Affairs and Security. As Chief Compliance Officer, Mr. David manages the Regulatory Affairs and Security Groups and leads the global compliance function, focusing on corporate integrity, governance and business ethics. In this role, Mr. David interacts closely with virtually every infrastructure and business division within the Company. Prior to joining us, Mr. David was a practicing attorney in New York and New Jersey specializing in corporate and commercial law. His perspective on compliance and regulatory matters is particularly informed by his own and Henry Schein’s concern with global healthcare.

JAMES HARDING has been with the Company for 10 years (since 2000), and in his current position as Senior Vice President and Corporate Chief Technology Officer since 2005. He is also a member of the Executive Management Committee. Mr. Harding is responsible for ensuring that information technology remains a competitive advantage for the Company, internally and externally. In this capacity, Mr. Harding leads our Technology Group. Mr. Harding was formerly Chief Information Officer at Olsten Corporation, a leading healthcare and staffing services company. Prior to Olsten, Mr. Harding worked 20 years at Mobil Oil Corporation in various capacities including Chief Information Officer of the America’s Marketing & Refining Division and Director of Global IT Architecture.

STANLEY KOMAROFF has been with the Company for seven years (since 2003) as Senior Advisor and a member of the Executive Management Committee, concentrating in business development and acquisitions, international matters, and legal and regulatory affairs. Prior to joining the Company, Mr. Komaroff served as an advisor on legal and board-related issues and provides a wealth of experience in the corporate, commercial and healthcare worlds. Mr. Komaroff was formerly the Chairman of Proskauer Rose LLP, the Company’s principal law firm and one of the largest firms in the nation, and he led the firm through a period of significant growth. Prior to being elected as Chairman of the firm, Mr. Komaroff was the Chair of its Corporate Department. As a general corporate and securities lawyer, Mr. Komaroff has extensive experience in mergers and acquisitions and international transactions. Mr. Komaroff has been active in civic and philanthropic matters, concentrating in the healthcare field. Mr. Komaroff is a member of the Executive Committee of Continuum Health Partners, one of the largest consortiums of hospitals and healthcare facilities in the New York metropolitan area, and a Director of its three constituent hospitals, Beth Israel Medical Center, St. Luke’s-Roosevelt Hospital Center and Long Island College Hospital. In addition, he serves on the Board of Directors of Overseas Shipholding Group, Inc., The Edmond de Rothschild Foundation, and the Westhampton Beach Performing Arts Center. For more than 10 years, Mr. Komaroff was a member of the New York State Hospital Review and Planning Council, having received multiple gubernatorial appointments to this position. At Mayor Bloomberg’s recommendation, Mr. Komaroff served as a Director of the New York City Economic Development Corporation from 2006 to 2009.

MICHAEL RACIOPPI has been with the Company for 18 years (since 1992), and in his current position as Senior Vice President, Chief Merchandising Officer since 2008. He is also a member of the Executive Management Committee. Prior to holding his current position, Mr. Racioppi served as President of the Medical Group since 2000 and was Vice President of the Company since 1994, with primary responsibility for the Medical Division, Marketing and Merchandising Groups. Mr. Racioppi served as Vice President and as Senior Director, Corporate Merchandising from 1992 to 1994. Mr. Racioppi is a current board member of the Health Industry Distributors Association (HIDA) and the past chair of the HIDA Education Foundation Board. He currently serves on the board of National Distribution and Contracting and he previously served on the board of the Healthcare Distribution Management Association. Before joining the Company, he was employed by Ketchum Distributors, Inc. as the Vice President of Purchasing and Marketing.

LONNIE SHOFF has been President of the Henry Schein Global Healthcare Specialties Group since September 2009, and also is a member of the Executive Management Committee. In this position, Ms. Shoff directs Henry Schein Global Dental Specialties; Henry Schein Global Exclusive Brands; Henry Schein's North American and International dental handpiece repair businesses; and a growing portfolio of joint ventures. Prior to joining us, Ms. Shoff was with Roche Diagnostics, where she held a series of positions of increasing responsibility in the United States and Switzerland over the past 20 years, focusing on applied science, molecular diagnostics, global business development, and marketing and business management. Most recently, Ms. Shoff served as Senior Vice President General Manager, Applied Science, leading the U.S. commercial operations for this $350 million group. Ms. Shoff has managed the life cycles of more than 2,500 products, launched several novel technologies, and nurtured ventures from seed funding through product launch. While at Roche Diagnostics, Ms. Shoff also built a Global Internal Venturing Program, which the London School of Business praised in its book, *Inventuring: Why Big Companies Must Think Small*.

MICHAEL ZACK has been responsible for Henry Schein's International Group for 21 years (since 1989), when he joined the Company, and currently holds the position of President of the International Group. He is also a member of the Executive Management Committee. Under his leadership, the International Group has grown to include operations in 22 countries outside of North America, with sales of $2.40 billion in 2009, representing 35% of total Company sales. Before joining Henry Schein, Mr. Zack was employed by Polymer Technology (a subsidiary of Bausch & Lomb) as Vice President of International Operations from 1984 to 1989. Prior to this, Mr. Zack was employed by Gruenenthal GmbH, a German pharmaceutical company, as Manager of International subsidiaries from 1975 to 1984. As part of his various foreign assignments at Gruenenthal, Mr. Zack worked and lived in Tehran, Iran; Quito, Ecuador; Lima, Peru; Madrid, Spain; and Bogotá, Colombia, before being transferred to Boston, Massachusetts. Mr. Zack is the representative of the Dental Trade Alliance to International Dental Manufacturers and is fluent in six languages.

Summary Compensation Table for Fiscal 2009, Fiscal 2008[1] and Fiscal 2007[2]

Name and Principal Position	Year	Salary[3] ($)	Bonus[4] ($)	Stock Awards[5] ($)	Option Awards[6] ($)	Non-Equity Incentive Plan Compensation[7] ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings[8] ($)	All Other Compensation ($)	Total ($)
Stanley M. Bergman									
Chairman and Chief Executive Officer (Principal Executive Officer)	2009	$ 1,150,000	$ 0	$ 960,000	$ 0	$ 1,900,000	$ 0	$ 258,925[9]	$ 4,268,925
	2008	$ 1,123,462	$ 0	$ 600,000	$ 600,000	$ 1,400,000	$ 0	$ 299,576[10]	$ 4,023,038
	2007	$ 1,026,923	$ 0	$ 512,500	$ 512,500	$ 1,800,000	$ 0	$ 248,621[11]	$ 4,100,544
James P. Breslawski									
President and Chief Operating Officer	2009	$ 600,000	$ 0	$ 720,000	$ 0	$ 562,713	$ 0	$ 65,755[12]	$ 1,948.468
	2008	$ 585,141	$ 0	$ 450,000	$ 450,000	$ 444,813	$ 0	$ 60,748[13]	$ 1,990,702
	2007	$ 531,433	$ 40,022	$ 423,000	$ 423,000	$ 584,978	$ 0	$ 54,650[14]	$ 2,057,083
Steven Paladino									
Executive Vice President and Chief Financial Officer (Principal Financial Officer)	2009	$ 475,000	$ 0	$ 600,000	$ 0	$ 605,340	$ 0	$ 53,647[15]	$ 1,733,987
	2008	$ 461,538	$ 0	$ 375,000	$ 375,000	$ 419,280	$ 0	$ 52,469[16]	$ 1,683,287
	2007	$ 413,414	$ 4,928	$ 346,000	$ 346,000	$ 540,072	$ 0	$ 53,340[17]	$ 1,703,754
Stanley Komaroff									
Senior Advisor	2009	$ 475,000	$ 0	$ 600,000	$ 0	$ 566,520	$ 0	$ 66,724[18]	$ 1,708,244
	2008	$ 460,977	$ 0	$ 375,000	$ 375,000	$ 418,880	$ 0	$ 65,604[19]	$ 1,695,461
	2007	$ 411,003	$ 24,195	$ 346,000	$ 346,000	$ 515,805	$ 0	$ 64,419[20]	$ 1,707,422
Mark E. Mlotek									
Executive Vice President, Corporate Business Development	2009	$ 475,000	$ 0	$ 600,000	$ 0	$ 534,775	$ 0	$ 53,641[21]	$ 1,663,416
	2008	$ 460,632	$ 0	$ 375,000	$ 375,000	$ 417,580	$ 0	$ 52,383[22]	$ 1,680,595
	2007	$ 409,517	$ 4,704	$ 346,000	$ 346,000	$ 535,296	$ 0	$ 51,189[23]	$ 1,692,706

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[1] Fiscal year ended December 27, 2008 (“fiscal 2008”).

[2] Fiscal year ended December 29, 2007 (“fiscal 2007”).

[3] 2009 salaries reflect an increase over 2008 salaries in the table above due to timing of when raises go into effect. Raises are generally effective in March of a given year while the information set forth in the table above is based on the Company’s fiscal year.

[4] Represents, other than with respect to Mr. Bergman, that portion of the executive’s annual bonuses paid under the PIP that was awarded at the discretion of the Compensation Committee. See “Compensation Structure–Pay Elements–Details–Annual Incentive Compensation” under the Compensation Discussion and Analysis for a description of the PIP.

[5] Represents restricted stock awards and restricted stock units valued based on the aggregate grant date fair value of the award computed in accordance with FASB ASC Topic 718. The amounts shown in the table above do not necessarily reflect the actual value that may be realized by the Named Executive Officer upon vesting.

[6] Represents options valued based on the aggregate grant date fair value of the award computed in accordance with FASB ASC Topic 718. The amounts shown in the table above do not necessarily reflect the actual value that may be realized by the Named Executive Officer upon exercise.

[7] Represents annual bonuses paid under the PIP, or with respect to Mr. Bergman, under the Company’s Section 162(m) Cash Bonus Plan and the PIP.

[8] Represents the above-market or preferential portion of the change in value of the executive officer’s account under our SERP Plan. See “Compensation Structure – Pay Elements – Details – Other Benefits and Perquisites” under Compensation Discussion & Analysis for a description of our SERP.

[9] Includes the following: (i) $15,481 of personal commuting expenses for use of the Company’s car service; (ii) $154,668 for the cost of providing administrative services to Mr. Bergman; (iii) $278 for the cost of providing telephone services; (iv) $16,500 matching contribution under 401(k) Plan account; (v) $7,998 excess life insurance premiums and (vi) $64,000 SERP contribution. The amount totaling $170,427 (under items (i), (ii) and (iii) above was included on Mr. Bergman’s W-2 as additional compensation for which he is responsible for paying the applicable taxes. Pursuant to his employment agreement, Mr. Bergman is entitled to use of a Company automobile but Mr. Bergman did not use a Company automobile in fiscal 2009.

[10] Includes the following: (i) $2,550 of automobile expenses; (ii) $14,772 of personal commuting expenses for personal use of the Company's car service; (iii) $148,143 for the cost of providing administrative services to Mr. Bergman; (iv) $436 for the cost of providing telephone services; (v) $2,550 as a payment to Mr. Bergman to cover the tax incurred resulting from his use of the Company provided automobile; (vi) $13,933 matching contribution under 401(k) Plan account; (vii) $7,998 excess life insurance premiums; (viii) $64,710 SERP contribution and (ix) $44,484 in legal fees in connection with the negotiation of Mr. Bergman's employment agreement. The amount totaling $195,613 (under items (iii), (iv), (v) and (ix) above was included on Mr. Bergman's W-2 as additional compensation for which he is responsible for paying the applicable taxes.

[11] Includes the following: (i) $6,600 of automobile expenses; (ii) $154,967 for the cost of providing administrative services to Mr. Bergman; (iii) $570 for the cost of providing telephone services; (iv) $6,600 as a payment to Mr. Bergman to cover the tax incurred resulting from his use of the Company provided automobile; (v) $13,462 matching contribution under 401(k) Plan account; (vi) $7,999 excess life insurance premiums and (vii) $58,423 SERP contribution. The amount totaling $162,137 (under items (ii), (iii) and (iv) above) was included on Mr. Bergman's W-2 as additional compensation for which he is responsible for paying the applicable taxes.

[12] Includes the following: (i) $18,000 automobile allowance; (ii) $16,500 matching contribution under 401(k) Plan account; (iii) $ 5,755 excess life insurance premiums and (iv) $25,500 SERP contribution.

[13] Includes the following: (i) $18,000 automobile allowance; (ii) $6,180 matching contribution under 401(k) Plan account; (iii) $2,818 excess life insurance premiums and (iv) $33,750 SERP contribution.

[14] Includes the following: (i) $18,000 automobile allowance; (ii) $5,971 matching contribution under 401(k) Plan account; (iii) $2,795 excess life insurance premiums; (iv) $25,915 SERP contribution and (v) $1,969 in entertainment and travel vouchers.

[15] Includes the following: (i) $18,000 automobile allowance; (ii) $16,500 matching contribution under 401(k) Plan account; (iii) $2,397 excess life insurance premiums and (iv) $16,750 SERP contribution.

[16] Includes the following: (i) $18,000 automobile allowance; (ii) $5,609 matching contribution under 401(k) Plan account; (iii) $2,161 excess life insurance premiums and (iv) $26,699 SERP contribution.

[17] Includes the following: (i) $18,000 automobile allowance; (ii) $5,419 matching contribution under 401(k) Plan account; (iii) $2,143 excess life insurance premiums; (iv) $23,520 SERP contribution, (v) $2,000 as a cash award for twenty years of service with the Company and (vi) $2,258 in entertainment and travel vouchers.

[18] Includes the following: (i) $18,000 automobile allowance; (ii) $16,500 matching contribution under 401(k) Plan account; (iii) $15,474 excess life insurance premiums and (iv) $16,750 SERP contribution.

[19] Includes the following: (i) $18,000 automobile allowance; (ii) $5,576 matching contribution under 401(k) Plan account; (iii) $15,336 excess life insurance premiums and (iv) $26,692 SERP contribution.

[20] Includes the following: (i) $18,000 automobile allowance; (ii) $5,388 matching contribution under 401(k) Plan account; (iii) $15,250 excess life insurance premiums; (iv) $23,383 SERP contribution and (v) $2,398 in entertainment and travel vouchers.

[21] Includes the following: (i) $18,000 automobile allowance; (ii) $16,500 matching contribution under 401(k) Plan account; (iii) $2,391 excess life insurance premiums and (iv) $16,750 SERP contribution.

[22] Includes the following: (i) $18,000 automobile allowance; (ii) $5,556 matching contribution under 401(k) Plan account; (iii) $2,139 excess life insurance premiums and (iv) $26,688 SERP contribution.

[23] Includes the following: (i) $18,000 automobile allowance; (ii) $5,368 matching contribution under 401(k) Plan account; (iii) $2,122 excess life insurance premiums; (iv) $23,298 SERP contribution and (v) $2,401 in entertainment and travel vouchers.

Employment Agreements and Post Termination and Change in Control Arrangements

Chief Executive Officer

Mr. Bergman's amended and restated employment agreement, dated as of December 31, 2008, provides for Mr. Bergman's continued employment as our Chairman of the Board of Directors and Chief Executive Officer until December 31, 2011, subject to successive three-year extensions. Mr. Bergman's annual base salary is set at the rate of $1,150,000 and may be increased from time to time. In addition, his employment agreement provides for incentive compensation to be determined by the Compensation Committee or the Board of Directors. See "Compensation Structure–Pay Elements–Details–Equity-Based Awards" under the Compensation Discussion and Analysis for a discussion on stock awards and option awards. See "Compensation Structure–Pay Elements–Details– Annual Incentive Compensation" under the Compensation Discussion and Analysis for a discussion on non-equity incentive plan compensation. It also provides that Mr. Bergman will be entitled to participate in all benefit, welfare, perquisite, equity or similar plans, policies and programs generally available to our senior executive officers.

Pursuant to his employment agreement, if Mr. Bergman's employment with us is terminated (i) by us without cause, (ii) by Mr. Bergman for good reason, (iii) as a result of his disability or (iv) as a result of a non-renewal of the employment term by us, Mr. Bergman will receive all amounts then owed to him as salary and deferred compensation and all benefits accrued and owed to him or his beneficiaries under the then applicable benefit plans, programs and policies of the Company. In addition, Mr. Bergman will receive, as severance pay, a lump sum equal to 200% of his then annual base salary plus 200% of his average annual incentive compensation paid or payable with respect to the immediately preceding three fiscal years, and a payment equal to the account balance or accrued benefit Mr. Bergman would have been credited with under each retirement plan maintained by us if we had continued contributions until the end of the year of the termination, less his vested account balance or accrued benefits under each retirement plan. Under such circumstances, for a period of two years after termination, Mr. Bergman shall also be entitled to (i) an office comparable to that used by him prior to termination and related office support, including making available the services of one executive assistant and (ii) use of the Company's car service and, at Mr. Bergman's option, use of an automobile.

If Mr. Bergman resigns within two years following a change in control of the Company for good reason or if Mr. Bergman's employment is terminated by us without cause within two years following a change in control or during a specified period in advance of a change in control, Mr. Bergman will receive, as severance pay, in lieu of the foregoing, 300% of his then annual base salary plus 300% of Mr. Bergman's incentive compensation paid or payable with respect to whichever of the immediately preceding two fiscal years of the Company ending prior to the date of termination was higher, and a payment equal to the account balance or accrued benefit Mr. Bergman would have been credited with under each retirement plan maintained by us if we had continued contributions thereunder until the end of the year of the termination, less Mr. Bergman's vested account balance or accrued benefits under each retirement plan upon a change in control, and all unvested outstanding options and shares of restricted stock shall become fully vested, except that in the case of a termination during a specified period in advance of a change in control, Mr. Bergman will receive a cash payment equal to the difference between the consideration paid in the change in control and the strike price of Mr. Bergman's forfeited options as of the date of termination as provided in his employment agreement. Additionally, under such circumstances, for a period of two full years after the year of termination, Mr. Bergman shall be entitled to an office comparable to that used by him prior to termination and related office support, including making available the services of one executive assistant. In such event, Mr. Bergman is also entitled to use of the Company's car service and, at Mr. Bergman's option, use of an automobile for two full years after the year of termination. However, as a result of the deferred compensation rules under Section 409A of the Code, Mr. Bergman will receive a cash payment in lieu of transportation and office support benefits for the period between the end of the second calendar year following the calendar year in which Mr. Bergman's termination occurs until the third anniversary of termination due to termination by us without cause, non-renewal of the employment term by us, Mr. Bergman's resignation for good reason, or solely with respect to office support benefits, due to disability, in each case within two years after the date of a change in control. If any amounts owed to Mr. Bergman are subject to the excise tax imposed by Section 4999 of the Code, we will pay Mr. Bergman an additional amount such that the amount retained by him, after reduction for such excise tax, equals the amounts owed to him prior to imposition of the excise tax.

Unless his employment agreement is terminated for cause or pursuant to Mr. Bergman's voluntary resignation, we will continue the participation of Mr. Bergman and his spouse in the health and medical plans, policies and programs in effect with respect to our senior executive officers and their families after the termination or expiration of his employment agreement, with coverage for Mr. Bergman and his spouse continuing until their respective deaths except that such coverage may be provided pursuant to a fully-insured replacement policy or annual cash payments to obtain a replacement policy on a grossed-up basis. Additionally, we will provide Mr. Bergman with use of the Company's car service and, at Mr. Bergman's option, use of an automobile for two years after termination.

Mr. Bergman is subject to restrictive covenants, including non-solicitation and non-compete provisions, while he is employed by us and for specified periods of time thereafter. Pursuant to such provisions in his employment agreement, Mr. Bergman shall not, directly or indirectly, engage in any activity competitive with a material segment of the Company's business or recruit, solicit or induce any employee of the Company to terminate their employment with the Company, during Mr. Bergman's employment term and (i) for one year thereafter if his employment is terminated (a) by us without cause, (b) by Mr. Bergman for good reason, or (c) as a result of his disability, or (ii) until the later of (a) the second anniversary of the expiration of his employment term and (b) his termination date if such termination is by us for cause or due to Mr. Bergman terminating his employment by giving 180 days' notice. We may, at our option, extend the initial one-year term of the non-compete described by clause (i) above for an additional year if we provide Mr. Bergman notice of such extension no later than 180 days prior to expiration of the term and we pay Mr. Bergman his annual base salary in effect on his date of termination. Mr. Bergman is also subject to confidentiality provisions.

Stanley Komaroff

Pursuant to Mr. Komaroff's amended and restated employment agreement with the Company dated December 11, 2008, upon Mr. Komaroff's death or disability, or if Mr. Komaroff's employment with us is terminated (i) by us without cause or (ii) by Mr. Komaroff for any reason, Mr. Komaroff (or his heirs or estate) will receive (a) all amounts then owed to him as salary and deferred compensation, (b) any unpaid annual incentive compensation for the last full fiscal year prior to termination, (c) all benefits owed to him or his beneficiaries under the then applicable benefit plans, programs and policies of the Company, and (d) a pro rata annual incentive award for the fiscal year in which termination occurs. If Mr. Komaroff's employment is terminated by us for cause, Mr. Komaroff will receive solely the amounts described in (a) and (c) above.

If Mr. Komaroff terminates his employment for any reason or if he is terminated by us without cause, his equity-based awards will be treated as follows: (i) his termination will be treated as a retirement under our equity plans; (ii) his equity-based awards (other than options) will vest in full subject to satisfaction of any performance-based restrictions; and (iii) his options will continue to vest for 30 months following retirement (at which time all unvested options will vest in full) and will remain exercisable for at least three years (but not beyond the original term). If he terminates due to death or disability, to the extent provided to our senior management, his equity based awards will immediately vest in full and will remain exercisable following termination, provided that his options will remain exercisable for at least three years (but not beyond the original term).

Pursuant to his employment agreement, Mr. Komaroff is subject to confidentiality provisions. Additionally, during his employment, Mr. Komaroff will not (other than on behalf of the Company) in any capacity whatsoever (other than as the holder of not more than one percent of the total outstanding stock of a publicly held company) engage in any activity competitive with a material segment of the business of the Company. Mr. Komaroff's change in control agreement with the Company is described below in the section entitled "Named Executive Officers Other than the Chief Executive Officer."

Named Executive Officers Other than the Chief Executive Officer

We have entered into change in control agreements with the Named Executive Officers, other than Mr. Bergman, that provide that if the executive's employment is terminated by us without cause or by the executive for good reason within two years following a change in control of the Company, we will pay and provide the executive with (i) the executive's base salary (defined to include salary plus the executive's annual automobile allowance and the Company's contribution to the 401(k) Plan and SERP for the year prior to the change in control) through the termination date, (ii) severance pay equal to 300% of the sum of the executive's base salary (as defined in (i)) and target bonus, (iii) a pro rata annual incentive award at a target level for the year in which termination occurs, (iv) immediate vesting of all outstanding options, restricted or deferred stock awards and non-qualified retirement benefits, (v) elimination of all restrictions on any restricted or deferred stock awards, (vi) settlement of all deferred compensation arrangements in accordance with the applicable plan and (vii) continued participation in all health and welfare plans for 24 months (provided that such coverage will terminate when the executive receives substantially equivalent coverage from a subsequent employer) at the same level of participation for each executive on the termination date, except that the health coverage may be provided pursuant to a fully-insured replacement policy or two annual cash payments to obtain a replacement policy on a grossed-up basis. Notwithstanding the foregoing, if an executive's employment is terminated by us without cause or by the executive for good reason, in either case, (i) within 90 days prior to a change in control or (ii) after the first public announcement of the pendency of the change in control, the executive will be entitled to the benefits described above. In the event any payments to the executive become subject to the excise tax imposed by Section 4999 of the Code, we will pay the executive an additional amount such that the amount retained by the executive after reduction for such excise tax equals the amount to be paid to the executive prior to imposition of the excise tax.

Pursuant to the change in control agreements, the Named Executive Officers, other than Mr. Bergman (who is subject to restrictive covenants under his employment agreement as opposed to a change in control agreement), are also subject to restrictive covenants, such as confidentiality and non-disparagement provisions. Additionally, during each Named Executive Officer's employment and for a period of 24 months thereafter, each Named Executive Officer agreed that he will not, without the Company's prior written consent, solicit our employees for employment.

Tax Gross-Up Provisions

Although we have historic tax gross-up provisions with our Named Executive Officers, as described above, the Compensation Committee does not intend to extend tax gross-ups to any other employee of the Company in the future other than tax gross-ups that apply on a broad basis such as under our relocation policy.

Compensation Policies and Practices as they Relate to Risk Management

The Company conducted a risk assessment of its compensation policies and practices for all employees, including executive officers. The Compensation Committee reviewed the Company's risk assessment process and results and determined that our compensation programs are not reasonably likely to have a material adverse effect on the Company.

Post Termination and Change in Control Calculations

The amounts set forth in the table below represent amounts that would have been paid to the Named Executive Officers, pursuant to their employment and change in control agreements, if such Named Executive Officers' employment was terminated by the Company on December 24, 2009 under the various scenarios set forth below or if a change in control occurred on such date.

Name and Principal Position	Cash Payment	Contin-uation of Health/ Welfare Benefits (present value)	Acceleration and Contin-uation of Equity Award[1]	Settlement of Deferred Compen-sation Arrange-ments[2]	Other Compen-sation	Excise Tax Gross-up	Total Termin-ation Benefits	
Stanley M. Bergman **Chairman and Chief Executive Officer** **(Principal Executive Officer)**								
Company termination for cause or resignation other than for good reason.	$ 0	$ 0	$ 0	$ 963,157	$ 0	n/a	$ 963,157	3
Company termination without cause or due to disability, voluntary resignation for good reason or non-renewal of employment contract.	$ 6,700,000	$ 337,000	$ 0	$ 963,157	$ 437,084	n/a	$ 8,437,241	4
Resignation for good reason or Company termination without cause within two years after the change in control or Company termination without cause within 90 days prior to a change in control or after the first public announcement of a pending change in control.	$ 10,250,000	$ 337,000	$ 2,619,903	$ 963,157	$ 655,626	$ 5,509,659	$ 20,335,345	5
Death of executive.	$ 1,400,000	$ 166,355	$ 0	$ 963,157	$ 0	n/a	$ 2,529,512	6
Stanley Komaroff **Senior Advisor**								
Company termination for cause.	$ 0	$ 0	$ 0	$ 90,022	$ 0	n/a	$ 90,022	7
Company termination without cause or voluntary resignation for good reason, in each case after December 31, 2009, retirement, death or disability of executive.	$ 566,520	$ 0	$ 1,668,030	$ 90,022	$ 0	n/a	$ 2,324,572	8
All Named Executive Officers, Other than the CEO								
Termination without cause, voluntary termination for good reason within two years following a change in control, within 90 days prior to a change in control or after the first public announcement of a pending change in control.								
James Breslawski **President and Chief Operating Officer**	$ 3,980,000	$ 40,400	$ 2,010,896	$ 430,977	$ 0	$ 0	$ 6,462,273	9
Steven Paladino **Executive Vice President and Chief Financial Officer (Principal Financial Officer)**	$ 3,178,750	$ 40,400	$ 1,668,030	$ 358,572	$ 0	$ 0	$ 5,245,752	9
Stanley Komaroff **Senior Advisor**	$ 3,178,750	$ 25,294	$ 1,668,030	$ 90,022	$ 0	$ 1,778,071	$ 6,740,167	9
Mark E. Mlotek **Executive Vice President, Corporate Business Development**	$ 3,178,750	$ 25,294	$ 1,668,030	$ 323,761	$ 0	$ 0	$ 5,195,835	9

[1] Represents the value of unvested outstanding options and restricted stock that would accelerate and vest on termination. In the case of options, the value is calculated by multiplying the number of shares underlying each accelerated unvested option by the difference between the per share closing price of common stock on December 24, 2009 (the "Per Share Closing Price") and the per share exercise price. In the case of restricted stock, the value is calculated by multiplying the number of shares of restricted stock that accelerate by the Per Share Closing Price. The 1994 Stock Incentive Plan provides that upon a change in control without termination, a participant's unvested outstanding options become fully vested.

[2] The SERP Plan provides that upon a change in control without termination, a participant's vested SERP account balance becomes payable. Such account balances are as of December 31, 2009.

[3] The Company will have no further obligation to Mr. Bergman, except payment of his vested SERP account balance.

[4] Includes (i) payment of vested SERP account balance, (ii) the product of the annual incentive compensation payable for the last full fiscal year multiplied by a fraction of days employed over 365, (iii) 200% current base annual salary, (iv) 200% average annual incentive compensation paid in the previous three years, (v) health and welfare coverage for Mr. Bergman and his wife until death and (vi) use of the Company's car service, automobile, office space and administrative assistance provided to Mr. Bergman for two years.

[5] Includes (i) payment of vested SERP account balance, (ii) the product of the annual incentive compensation payable for the last full fiscal year multiplied by a fraction of days employed over 365, (iii) 300% current base annual salary, (iv) 300% of highest annual incentive compensation paid in the previous two years, (v) all unvested outstanding options and shares of restricted stock becomes fully vested, (vi) health and welfare coverage for Mr. Bergman and his wife until death, (vii) use of the Company's car service, automobile, office space and administrative assistance for three years and (viii) gross-up of IRC Section 4999 excise tax at the actual marginal tax rate.

[6] Includes (i) payment of vested SERP account balance, (ii) the product of the annual incentive compensation payable for the last full fiscal year multiplied by a fraction of days employed over 365 and (iii) health and welfare coverage for Mr. Bergman's wife until death.

[7] The Company will have no further obligation to Mr. Komaroff, except payment of his vested SERP account balance.

[8] Includes (i) payment of vested SERP account balance, (ii) the product of the annual incentive award payable for the year in which termination occurs multiplied by a fraction of days employed over 365, (iii) all equity-based awards (other than options) become fully vested, subject to satisfaction of any performance-based restrictions and (iv) all unvested options continue to vest for two and a half years after termination upon which time they will fully vest.

[9] Includes (i) payment of vested SERP account balance, (ii) the product of the annual incentive compensation at target level in year of termination multiplied by a fraction of days employed over 365, (iii) 300% current annual salary (defined to include salary plus the executive's annual automobile allowance and the Company's contribution to the 401(k) Plan and SERP plan for the full year preceding the change in control), (iv) 300% annual incentive compensation at target level in year of termination, (v) all unvested outstanding options and shares of restricted stock become fully vested, (vi) health and welfare continuation of plans for 24 months following termination or until coverage with subsequent employer begins and (vii) gross-up of IRC Section 4999 excise tax at actual marginal tax rate.

Other Information Related to Summary Compensation Table

Stock Awards and Option Awards

See “Compensation Structure–Pay Elements–Details–Equity-Based Awards” under the Compensation Discussion and Analysis for a discussion on stock awards and option awards.

Non-Equity Incentive Plan Compensation

“Compensation Structure–Pay Elements–Details–Annual Incentive Compensation” under the Compensation Discussion and Analysis for a discussion on non-equity incentive plan compensation.

Change in Pension Value and Non-Qualified Deferred Compensation Earnings

For employees of the Company, including Named Executive Officers, we do not maintain a qualified defined benefit plan.

We maintain a Supplemental Executive Retirement Plan for certain eligible participants who are not able to receive the full Company matching contribution under our 401(k) Plan due to certain Internal Revenue Service limits. The SERP provides for various vesting percentages based on service with the Company. Vesting will also occur upon a participant’s death, disability or attainment of age 65 or upon a change in control, in each case, while employed. Investment return on the contributions is generally equal to the earnings and losses that would occur if 40% of the contributions were invested in the Company stock fund under our 401(k) Plan and 60% were invested equally among the other investment alternatives available under our 401(k) Plan. A participant’s vested SERP benefit is paid following a termination of employment (subject to a six month delay in certain instances) or a change in control.

All Other Compensation

See “Compensation Structure–Pay Elements–Details–Other Benefits and Perquisites” under the Compensation Discussion and Analysis for a discussion on all other compensation.

Grants of Plan-Based Awards for Fiscal 2009

Name and Principal Position	Type of Grant[1]	Grant Date	Estimated Potential Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units(#)[4]	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards[5] ($/Sh)	Grant Date Fair Value of Stock and Option Awards[6]
			Thres-hold($)	Target($)	Maximum ($)[2]	Thres-hold(#)	Target(#)	Maxi-mum (#)[3]				
Stanley M. Bergman Chairman and Chief Executive Officer (Principal Executive Officer)	162(m)	n/a	$ 0	$ 1,509,375	$ 2,960,963							
	PIP	n/a	$ 0	$ 215,625	$ 247,969							
	RS	3/9/2009				0	27,882	n/a	0			$ 960,000
	SO	n/a								0	n/a	n/a
James P. Breslawski President and Chief Operating Officer	PIP	n/a	$ 55,000	$ 500,000	$ 936,250	0						
	RS	3/9/2009					13,592	n/a	7,319			$ 720,000
	SO	n/a								0	n/a	n/a
Steven Paladino Executive Vice President and Chief Financial Officer (Principal Financial Officer)	PIP	n/a	$ 28,000	$ 400,000	$ 700,000							
	RS	3/9/2009				0	11,326	n/a	6,100			$ 600,000
	SO	n/a								0	n/a	n/a
	PIP	n/a	$ 20,000	$ 400,000	$ 634,000							
Stanley Komaroff Senior Advisor	RS	3/9/2009				0	11,326	n/a	6,100			$ 600,000
	SO	n/a								0	n/a	n/a
Mark E. Mlotek Executive Vice President, Corporate Business Development	PIP	n/a	$ 8,600	$ 400,000	$ 617,200							
	RS	3/9/2009				0	11,326	n/a	6,100			$ 600,000
	SO	n/a								0	n/a	n/a

[1] "PIP" means annual bonuses paid under the Company's 2009 PIP. "162(m)" means annual bonuses paid under the Company's Section 162(m) Cash Bonus Plan. "RS" means performance-based restricted stock awards made pursuant to the Company's 1994 Stock Incentive Plan. "SO" means options. See "Compensation Structure–Pay Elements–Details– Annual Incentive Compensation" under the Compensation Discussion and Analysis for a discussion on the PIP and the Section 162(m) Cash Bonus Plan.

[2] The maximum payout percentage for the EPS Target and Business Financial Goal portions of the PIP is 200% and the maximum payout percentage for the Individual Performance Goal is 115%.

[3] The 2009 LTIP provides that EPS results above target generate additional payouts and the award potential is uncapped. In March 2010, the Compensation Committee determined that 2010 LTIP awards of performance-based restricted stock would be capped at a maximum payout of 200%.

[4] Time-based restricted stock (four year cliff) awarded in fiscal 2009. Mr. Bergman was not awarded time-based restricted stock in 2009.

[5] None of the Names Executive Officers were awarded options in fiscal 2009.

[6] These amounts are valued based on the aggregate grant date fair value of the award determined in accordance with FASB ASC Topic 718. These amounts do not necessarily reflect the actual value that may be realized by the Named Executive Officer upon vesting.

Estimated Potential Payouts Under Non-Equity Incentive Plan Awards

The PIP awards paid to the Named Executive Officers appear in the Summary Compensation Table in the column captioned "Non-Equity Incentive Plan Compensation." The threshold, target and maximum amount of these PIP awards appear in the Grants of Plan-Based Awards Table in the column captioned "Estimated Future Payouts Under Non-Equity Incentive Plan Awards."

Estimated Future Payouts Under Equity Incentive Plan Awards, All Other Stock Awards and All Other Option Awards

Awards of performance-based and time-based restricted stock and restricted stock units granted to the Named Executive Officers appear in the Summary Compensation Table in the columns captioned "Stock Awards". We did not grant Named Executive Officers options in fiscal 2009.

The threshold, target and maximum amount of the performance-based restricted stock and restricted stock units appear in the Grants of Plan-Based Awards Table in the column captioned "Estimated Future Payouts Under Equity Incentive Plan Awards."

Exercise or Base Price of Option Awards

We did not grant Named Executive Officers options in fiscal 2009.

Outstanding Equity Awards at 2009 Fiscal Year-End

Name and Principal Position	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options(#)Exercisable	Number of Securities Underlying Unexercised Options(#)Unexercisable[1]	Equity Incentive Plan Awards:Number of Securities Underly-ing Unexercis-ed Unearned Options[2](#)	Option Exercise Price($)	Option Expiration Date[3]	Number of Shares or Units of Stock That Have Not Vested[4](#)	Market Value of Shares or Units of Stock That Have Not Vested[4]($)	Equity Incentive Plan Awards:Number of Unearned Shares, Units or Other Rights That Have Not Vested[5](#)	Equity Incentive Plan Awards:Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested[6]($)
Stanley M. Bergman									
Chairman and Chief									
Executive Officer	24,800	8,267	0	$ 47.31	03/02/2016	0	$ 0	65,946	$ 3,495,797
(Principal Executive	18,759	18,759	0	$ 51.23	03/05/2017				
Officer)	11,503	34,509	0	$ 59.89	03/03/2018				
	46,000	0	0	$ 20.41	03/05/2012	7,319	$ 387,980	36,102	$ 1,913,767
	50,000	0	0	$ 19.42	02/25/2013				
	50,000	0	0	$ 35.49	02/18/2014				
	37,500	0	0	$ 39.43	03/09/2015				
	20,000	0	0	$ 42.58	09/22/2015				
James P. Breslawski	20,461	6,821	0	$ 47.31	03/02/2016				
President and Chief	15,483	15,483	0	$ 51.23	03/05/2017				
Operating Officer	8,627	25,882	0	$ 59.89	03/03/2018				
	50,000	0	0	$ 14.31	03/01/2011	6,100	$ 323,361	29,962	$ 1,588,285
	52,000	0	0	$ 20.41	03/05/2012				
Steven Paladino	52,000	0	0	$ 19.42	02/25/2013				
Executive Vice	52,000	0	0	$ 35.49	02/18/2014				
President and Chief	39,000	0	0	$ 39.43	03/09/2015				
Financial Officer	16,742	5,581	0	$ 47.31	03/02/2016				
(Principal Financial	12,664	12,665	0	$ 51.23	03/05/2017				
Officer)	7,189	21,568	0	$ 59.89	03/03/2018				
	26,000	0	0	$ 34.41	12/01/2013	6,100	$ 323,361	29,962	$ 1,588,285
	50,400	0	0	$ 35.49	02/18/2014				
	37,800	0	0	$ 39.43	03/09/2015				
	16,742	5,581	0	$ 47.31	03/02/2016				
Stanley Komaroff	12,664	12,665	0	$ 51.23	03/05/2017				
Senior Advisor	7,189	21,568	0	$ 59.89	03/03/2018				
	2,985	0	0	$ 20.41	03/05/2012	6,100	$ 323,361	29,962	$ 1,588,285
	50,000	0	0	$ 35.49	02/18/2014				
Mark E. Mlotek	37,500	0	0	$ 39.43	03/09/2015				
Executive Vice	16,742	5,581	0	$ 47.31	03/02/2016				
President, Corporate	12,664	12,665	0	$ 51.23	03/05/2017				
Business Development	7,189	21,568	0	$ 59.89	03/03/2018				

[1] All options granted in 2003 or earlier vest one-third per year over three years. All options granted in 2004 or later vest one-fourth per year over four years.

[2] The Company does not issue performance-based options.

[3] All options granted under the 1994 Stock Incentive Plan have a ten year term unless otherwise terminated earlier in accordance with the plan.

[4] The Company did not issue time-based restricted stock to the Named Executive Officers prior to March 2009. Beginning in March 2009, time-based restricted stock (four year cliff vesting) were awarded to Named Executive Officers, except Mr. Bergman.

[5] Performance-based restricted stock awards (three year cliff vesting) granted in 2007, 2008 and 2009 under the Company's 1994 Stock Incentive Plan. As the threshold payout amount is zero, such number represents the number of shares based on the target payout and excludes shares of performance-based restricted stock that were not issued under the 2007 LTIP when vested on March 5, 2010, excludes shares of performance-based restricted stock which we estimate will not be issued relating to the performance-based restricted stock grants under the 2008 LTIP and includes additional shares of performance-based restricted stock which we estimate will be issued relating to the performance-based restricted stock grants under the 2009 LTIP.

[6] Based on the closing market price of $53.01 of the Company's common stock on December 24, 2009.

Option Exercises and Stock Vested for Fiscal 2009[1]

Name and Principal Position	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise ($)	Number of Shares Acquired on Vesting (#)[2]	Value Realized on Vesting ($)[3]
Stanley M. Bergman Chairman and Chief Executive Officer (Principal Executive Officer)	0	$ 0	13,814	$ 484,456
James P. Breslawski President and Chief Operating Officer	0	$ 0	11,396	$ 399,657
Steven Paladino Executive Vice President and Chief Financial Officer (Principal Financial Officer)	0	$ 0	9,323	$ 326,957
Stanley Komaroff Senior Advisor	0	$ 0	9,323	$ 326,957
Mark E. Mlotek Executive Vice President, Corporate Business Development	0	$ 0	9,323	$ 326,957

[1] The value realized from exercised options is deemed to be the market value of the common stock on the date of exercise, less the exercise price of the option, multiplied by the number of shares of common stock underlying the option.

[2] Represents performance based restricted stock (three year cliff vesting) granted on March 2, 2006 that vested on March 2, 2009.

[3] The closing market price on March 2, 2009 was $35.07.

Nonqualified Deferred Compensation for Fiscal 2009[1]

Name and Principal Position	Executive Contributions in Last Fiscal Year ($)	Registrant Contributions in Last Fiscal Year ($)	Aggregate Earnings in Last Fiscal Year ($)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last Fiscal Year End ($)
Stanley M. Bergman Chairman and Chief Executive Officer (Principal Executive Officer)	$ 0	$ 64,709	$ 230,472	$ 0	$ 963,157
James P. Breslawski President and Chief Operating Officer	$ 0	$ 33,749	$ 102,580	$ 0	$ 430,976
Steven Paladino Executive Vice President and Chief Financial Officer (Principal Financial Officer)	$ 0	$ 26,698	$ 84,773	$ 0	$ 358,571
Stanley Komaroff Senior Advisor	$ 0	$ 26,692	$ 15,751	$ 0	$ 90,021
Mark E. Mlotek Executive Vice President, Corporate Business Development	$ 0	$ 26,688	$ 75,232	$ 0	$ 323,761

[1] The following table provides information regarding our SERP. See “Compensation Structure–Pay Elements–Details–Other Benefits and Perquisites” under the Compensation Discussion and Analysis for a discussion on our SERP.

Director Compensation for Fiscal 2009

Name	Fees Earned or Paid in Cash[1] ($)	Stock Awards[2] ($)	Option Awards[3] ($)	Non-Equity Incentive Plan Compensation[4] ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings[75] ($)	All Other Compensation ($)	Total ($)
Barry J. Alperin	$ 91,500	$ 185,400	$ 0	$ 0	$ 0	$ 0	$ 276,900
Paul Brons	$ 70,000	$ 185,400	$ 0	$ 0	n/a	$ 0	$ 255,400
Margaret A. Hamburg, M.D.	$ 25,143	$ 185,400	$ 0	$ 0	$ 0	$ 2,000 [6]	$ 212,543
Donald J. Kabat	$ 91,000	$ 185,400	$ 0	$ 0	$ 0	$ 0	$ 276,400
Philip A. Laskawy	$ 84,000	$ 185,400	$ 0	$ 0	$ 0	$ 0	$ 269,400
Karyn Mashima	$ 70,000	$ 185,400	$ 0	$ 0	$ 0	$ 0	$ 255,400
Norman S. Matthews	$ 88,500	$ 185,400	$ 0	$ 0	$ 0	$ 4,000 [7]	$ 277,900
Louis W. Sullivan, M.D.	$ 73,000	$ 185,400	$ 0	$ 0	$ 0	$ 9,000 [8]	$ 267,400

[1] These cash fee amounts have not been reduced to reflect a director's election to defer receipt of cash fees pursuant to the Non-Employee Director Deferred Compensation Plan; these deferrals are indicated in footnote 5 below.

[2] Includes restricted stock and restricted stock unit awards valued based on the aggregate grant date fair value of the award computed in accordance with FASB ASC Topic 718. The amounts shown in the table above do not necessarily reflect the actual value that may be realized by the Named Executive Officer upon vesting.

[3] Includes option awards which value is based on the aggregate grant date fair value of the award computed in accordance with FASB ASC Topic 718. The amounts shown in the table above do not necessarily reflect the actual value that may be realized by the Named Executive Officer upon vesting. The aggregate number of option awards outstanding and exercisable at fiscal year end for each non-employee director is set forth in the following table:

Name	Aggregate Number of Option Awards Outstanding and Exercisable at Fiscal 2009 Year End (#)
Barry J. Alperin	87,721
Paul Brons	25,721
Margaret A. Hamburg, M.D.	0
Donald J. Kabat	87,721
Philip A. Laskawy	75,721
Karyn Mashima	2,246
Norman S. Matthews	75,721
Louis W. Sullivan, M.D.	60,221

[4] The Company does not grant performance-based bonuses to non-employee directors.

[5] Messrs. Alperin, Kabat, Laskawy and Matthews, Drs. Hamburg and Sullivan and Ms. Mashima each participated in the Non-Employee Director Deferred Compensation Plan in 2009. Messrs. Alperin, Kabat, Laskawy and Matthews, Drs. Hamburg and Sullivan and Ms. Mashima elected to defer the following amounts during fiscal 2009: $27,500; $14,374; $84,000; $88,500; $25,143; $73,000 and $70,000, respectively. Dr. Hamburg's deferred compensation under the Non-Employee Director Deferred Compensation Plan was paid out to her in full upon her resignation from the Company's Board of Directors.

[6] Dr. Hamburg received compensation for her attendance at the Company's Medical Advisory Board meetings.

[7] Mr. Matthews received compensation for his attendance at the Company's Medical Advisory Board meetings.

[8] Dr. Sullivan received compensation for his attendance at the Company's Medical Advisory Board meetings and for serving as the Board's Chairman.

Fees Earned or Paid in Cash

Directors who are employees of the Company receive no compensation for service as directors. Directors who are not officers or employees of the Company receive such compensation for their services as the Board of Directors may determine from time to time. In fiscal 2009, Messrs. Alperin, Brons, Kabat, Laskawy and Matthews, Drs. Hamburg (pro-rated through her date of resignation) and Sullivan and Ms. Mashima each received a $50,000 annual retainer, an additional $2,000 for each Board of Directors meeting attended and $1,500 for each committee meeting attended and a $5,000 retainer for service as a Committee Chairperson, except for the Audit Committee Chairperson who received a $7,500 retainer.

Stock Awards and Option Awards

On March 9, 2009, each of Messrs. Alperin, Brons, Kabat, Laskawy and Matthews, Ms. Mashima and Drs. Hamburg and Sullivan, received 5,384 restricted stock units under the Company's 1996 Non-Employee Director Stock Incentive Plan each award having a grant fair value of $185,400. The value of the equity-based awards granted to the Non-Employee Directors on March 9, 2009 was reduced by 10% compared with the value of the equity-based awards received by the Non-Employee Directors in fiscal 2008. Additionally, on March 10, 2010, each (and also Dr. Sheares, but excluding Dr. Hamburg) received 3,308 restricted stock units, with each award having a grant fair value of $185,400 (unchanged from the value granted in 2009). All such grants were issued on the date they were approved by the Compensation Committee. The restricted stock units use time-based vesting and vest at the end of four years from the grant date, based on continued service through the applicable vesting date.

Beginning with the March 9, 2009 restricted stock unit award, non-employee directors became eligible to defer the date upon which all or a portion of their restricted stock units will be paid out to either (i) a specified payment date occurring on the third, fifth, seventh or tenth anniversary of the scheduled vesting date, or (ii) the date of the termination of their services that occurs after the scheduled vesting date. If the deferral election is chosen, to the extent vested, payment will be made within the 30 day period following the earliest of the following to occur: (i) the elected deferred payment date; (ii) the participant's death; (iii) the participant's disability; (iv) the participant's termination of services (other than as a result of death or disability); or (v) a change of control of the Company. Participants are also permitted to further defer the payment date of their restricted stock units in accordance with Section 409A of the Code for one or more additional periods of at least five years (but not more than ten years) beyond the previously elected deferred payment date.

In March 2010, based on a comparative review of similar companies, the Compensation Committee modified the vesting of equity grants made on or after March 2010 under the Company's LTIP if termination of employment is due to retirement (solely with respect to restricted stock units), death, disability or change in control (as defined in the 1994 Stock Incentive Plan) to allow for pro-rated or accelerated vesting.

The Compensation Committee assesses "competitive market" compensation when determining the amount of equity awards to grant non-employee directors. The Compensation Committee reviews non-employee director compensation, including equity awards, against the same peer companies that it uses when evaluating executive officer compensation. The Compensation Committee also reviews, for purposes of determining non-employee director equity awards, the companies with revenues between $6 billion and $10 billion that it reviews for evaluation of executive officer compensation. See "Compensation Structure–Pay Elements–Details–Pay Levels and Benchmarking" under Compensation Discussion and Analysis.

Non-Equity Incentive Plan Compensation

We do not issue non-equity incentive plan compensation to non-employee directors.

Change in Pension Value and Non-Qualified Deferred Compensation Earnings

For directors, we do not maintain a qualified defined benefit plan.

Since January 2004, non-employee directors have been eligible to defer all or a portion of certain "eligible director fees" under our Non-Employee Director Deferred Compensation Plan in the form of cash and are deemed to be invested in our common stock in the form of a unit measurement, called a "phantom share." A phantom share is the equivalent to one share of our common stock. Shares of our common stock available for issuance under the Non-Employee Director Deferred Compensation Plan are funded from shares of our common stock that are available under our 1996 Non-Employee Director Stock Incentive Plan, and such an award under the Non-Employee Director Deferred Compensation Plan constitutes an "Other Stock-Based Award" under the 1996 Non-Employee Director Stock Incentive Plan. Drs. Hamburg (until her date of resignation) and Sullivan, Messrs. Alperin, Kabat, Laskawy and Matthews and Ms. Mashima each participate in the Non-Employee Director Deferred Compensation Plan. The amounts set forth in the Director Compensation Table above under "Change in Pension Value and Nonqualified Deferred Compensation Earnings" represent the change in the market value of the phantom shares allocated to each such director's account.

All Other Compensation

Each of Dr. Sullivan and Mr. Matthews are members of our Medical Advisory Board and Dr. Hamburg was a member of the Medical Advisory Board until her date of resignation. In fiscal 2009, each received $2,000 for each Medical Advisory Board meeting attended and Dr. Sullivan received a $1,250 quarterly retainer for his service as Chairman of the Medical Advisory Board.

Stock Ownership Policy

The Company believes that, to align the interests of the directors of the Company with the stockholders of the Company, the non-employee directors of the Company should have a financial stake in the Company. In March 2006, the Board of Directors adopted a policy providing that each non-employee director should own, no later than three years from the effective date of the policy, equity in the Company equal to a minimum of 100% of such non-employee director's annual retainer. Newly appointed non-employee directors will have three years from the date of their appointment to comply with the stock ownership policy. The Board of Directors will evaluate whether exceptions should be made for any non-employee director on whom this requirement would impose a financial hardship or for other appropriate reasons as determined by the Board of Directors. Equity includes: shares of any class of capital stock; shares of vested restricted stock; unexercised vested options; warrants or rights to acquire shares of capital stock; and securities that are convertible into shares of capital stock; provided that an amount equal to at least 20% of such non-employee director's annual retainer, must be owned by such non-employee director in the form of shares of common stock.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On an ongoing basis, the Audit Committee is required by its charter to review all "related party transactions" (those transactions that are required to be disclosed in this proxy statement by SEC Regulation S-K, Item 404 and under Nasdaq's rules), if any, for potential conflicts of interest and all such transactions must be approved by the Audit Committee.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

The members of the Compensation Committee during fiscal 2009 were Messrs. Alperin, Kabat and Matthews.

During fiscal 2009:

- none of the members of the Compensation Committee was an officer (or former officer) or employee of the Company or any of its subsidiaries;
- none of the members of the Compensation Committee had a direct or indirect material interest in any transaction in which the Company was a participant and the amount involved exceeded $120,000;
- none of our executive officers served on the compensation committee (or another board committee with similar functions or, if none, the entire board of directors) of another entity where one of that entity's executive officers served on our Compensation Committee;
- none of our executive officers was a director of another entity where one of that entity's executive officers served on our Compensation Committee; and
- none of our executive officers served on the compensation committee (or another board committee with similar functions or, if none, the entire board of directors) of another entity where one of that entity's executive officers served as a director on our Board of Directors.

PROPOSAL 2
AMENDMENT TO
HENRY SCHEIN, INC. 1996 NON-EMPLOYEE DIRECTOR STOCK INCENTIVE PLAN

The Company maintains the Henry Schein, Inc. 1996 Non-Employee Director Stock Incentive Plan, Inc. as amended and restated effective as of April 1, 2003, and as thereafter amended (the "1996 Director Plan"), for the benefit of directors of the Company who are not employees of the Company or its subsidiaries (the "Non-Employee Directors"). The proposed amendment to the 1996 Director Plan, which was unanimously adopted by the Compensation Committee on February 23, 2010, subject to stockholder approval at the 2010 Annual Meeting, would extend the date for termination of the 1996 Director Plan from March 22, 2011 until May 10, 2020.

In addition, the proposed amendment to the 1996 Director Plan would make certain other minor clarifying amendments to reflect recent developments in equity compensation practices. In particular, the proposed amendment would:

- provide a minimum vesting schedule with respect to future awards of options and other stock-based awards;
- provide that, with respect to future awards, a "change of control" under the 1996 Director Plan will occur upon the consummation of certain corporate transactions rather than stockholder approval of the transaction;
- provide that members of the Committee (as defined below) be "independent" within the meaning of Nasdaq's Rule 5605(a)(2); and
- clarify that the total number of shares of common stock available for awards will be reduced by (i) the total number of options or stock appreciation rights exercised, regardless of whether any of the shares of common stock underlying such awards are not actually issued to the participant as the result of a net settlement and (ii) any shares of common stock repurchased by us on the open market with the proceeds of the purchase price of an option.

The proposed amendment provides that options will be subject to a three-year minimum vesting schedule and other stock-based awards will be subject to a vesting schedule of: (i) one year, if vesting is performance-based (in whole or in part) and (ii) three years, with respect to restricted stock or if vesting is not performance-based (with restrictions as to no more than 1/3rd of the shares subject thereto vesting on each of the first three anniversaries of the date of grant). Notwithstanding such minimum vesting periods, such awards may vest earlier upon a Change in Control (as defined in the 1996 Director Plan) or a participant's death, disability or retirement. In addition, awards may be granted with respect to up to 5% of the total number of shares reserved for awards under the 1996 Director Plan which are not subject to such minimum vesting provisions.

As of December 24, 2009, the closing price of shares of our common stock was $53.01 per share. As of March 12, 2010, with respect to the Henry Schein, Inc. 1994 Stock Incentive Plan (as amended and restated effective as of March 27, 2007), as amended (the "1994 Incentive Plan"), (i) 5,384,642 stock options were granted and remain outstanding (at an average exercise price of $41.75 per share and a weighted average remaining term of 5.3 years), (ii) 1,376,093 shares of restricted stock and/or restricted stock units were granted and remain outstanding and (iii) 5,790,606 shares remain available for future grants of options, restricted stock and/or restricted stock units (excluding any shares that may become available as a result of the expiration or termination without exercise of currently outstanding awards). As of March 12, 2010, with respect to the 1996 Director Plan, (i) options to purchase an aggregate of 436,937 shares of common stock were granted and remain outstanding (at an average exercise price of $37.13 per share and a weighted average remaining term of 4.7 years), (ii) 88,535 shares of restricted stock and/or restricted stock units were granted and remain outstanding and (iii) 147,325 shares remain available for future grants of options, restricted stock and/or restricted stock units (excluding any shares that may become available as a result of the expiration or termination without exercise of currently outstanding awards). The 1994 Incentive Plan and the 1996 Director Plan are the only plans that are currently active from which shares will be issued.

The following description of the 1996 Director Plan is a summary of its principal provisions and is qualified in its entirety by reference to the 1996 Director Plan, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3. The 1996 Director Plan is incorporated by reference from our definitive 2004 Proxy Statement on Schedule 14A filed on April 27, 2004. Amendment No. 1 to the 1996 Director Plan is incorporated by reference from our definitive 2004 Proxy Statement on Schedule 14A filed on April 27, 2004. Amendment No. 2 is incorporated by reference from our Annual Report on Form 10-K for the fiscal year ended December 27, 2008 filed on February 24, 2009. A copy of Amendment No. 3 to the 1996 Director Plan is attached hereto as Exhibit A.

Description of the 1996 Director Plan

Purpose

The purposes of the 1996 Director Plan are to enable the Company to attract, motivate and retain Non-Employee Directors who are important to the success of the Company, and to create a mutuality of interest between the Non-Employee Directors and the stockholders by granting options to purchase common stock to the Non-Employee Directors.

Eligibility

Under the 1996 Director Plan, each director who is not also an employee of the Company or its subsidiaries is eligible to receive non-qualified stock options to purchase shares of common stock, which are not intended to be incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and other stock-based awards. An other stock-based award is an award of common stock and other awards that are valued in whole or in part by reference to, or are payable in or otherwise based on, common stock. Non-Employee Directors are selected for participation in the 1996 Director's Plan by the Committee (as defined below) and there are eight Non-Employee Directors who are eligible to participate in the 1996 Director Plan.

Share Reserve

Under the 1996 Director Plan as currently in effect, a maximum of 400,000 shares of common stock are authorized for issuance pursuant to the exercise of options or the issuance of other stock-based awards granted under the 1996 Director Plan, subject to antidilution adjustments. The number of shares of common stock that may be subject to other stock-based awards granted under the 1996 Director Plan may not exceed 140,000. If any option or other stock-based award is canceled, or expires or terminates unexercised (as applicable), the shares of common stock covered by such option or other stock-based award shall again be available for grant under the 1996 Director Plan. In addition, if common stock has been exchanged by a participant as full or partial payment to the Company for exercise price or for required withholding, or if the number of shares of common stock otherwise deliverable to a participant has been reduced for payment of exercise price or for required withholding, such exchanged or reduced shares will be available for grant under the 1996 Director Plan. In addition, the number of shares available for the purpose of awards under the 1996 Director Plan will be reduced by (i) the total number of options or stock appreciation rights exercised, regardless of whether any shares underlying such awards are not actually issued to the participant as a result of a net settlement and (ii) any shares repurchased by the Company on the open market with the proceeds of the purchase price of an option.

Administration

The 1996 Director Plan is administered by a committee (or subcommittee) (the "Committee") appointed from time to time by the Board of Directors, consisting of two or more "non-employee directors" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") who are "independent directors" within the meaning of Nasdaq's Rule 5605(a)(2). If no Committee is appointed or the Committee is removed for any reason, the Board of Directors acts as the Committee. Currently, the Compensation Committee serves as the Committee under the 1996 Director Plan.

The Compensation Committee has the full authority and discretion, subject to the terms of the 1996 Director Plan, to determine those individuals who are eligible to be granted options and other stock-based awards and the amount and type of options and other stock-based awards. The terms and conditions of specific grants are set forth in written award agreements between the Company and each participant.

Amendment and Termination

No awards shall be granted under the 1996 Director Plan on or after March 22, 2011, but awards granted prior to such date may extend beyond such date. If this Proposal is approved, the term of the 1996 Director Plan will be extended to May 10, 2020.

The Board of Directors or the Compensation Committee may terminate the 1996 Director Plan at any time, subject to the continued effectiveness of outstanding options and other stock-based awards. The Board of Directors or the Compensation Committee may also amend the 1996 Director Plan, except that no amendment may, without the approval of the stockholders, (i) increase the total number of shares of common stock that may be subject to awards under the 1996 Director Plan or (ii) change the eligibility requirements for participation in the 1996 Director Plan.

Options

The term of each option will be specified by the Compensation Committee upon grant, but may not exceed ten years from the date of grant. The exercise price of each option granted under the 1996 Director Plan will equal 100% of the fair market value of a share of common stock on the grant date, and the terms upon which each such option granted under the 1996 Director Plan will be exercisable will be determined by the Compensation Committee. Options granted after the Company's 2010 annual stockholders' meeting will be subject to a minimum vesting schedule of three years; provided, that, the Committee may provide for earlier vesting in the event of a Change of Control or a participant's retirement, death or disability. However, awards of options and other stock-based awards with respect to up to 5% of the total number of shares of common stock reserved for awards under the 1996 Director Plan may be granted without regard to any limit on accelerated vesting.

Subject to certain rights to exercise after the death, disability, retirement or termination of services (other than for cause) of the option holder or after a Change of Control, options granted under the 1996 Director Plan may be exercised only if the option holder is eligible to participate in the 1996 Director Plan on the date of exercise. Upon a termination of service for cause (as defined in the 1996 Director Plan), any outstanding options (whether vested or unvested) are forfeited and cancelled in their entirety, and the Compensation Committee may require a participant to promptly repay to the Company (and the Company has the right to recover) any gain realized upon exercise of an option.

Upon the exercise of an option, the option holder must make payment of the full exercise price, either (i) in cash, or, if permitted by the Compensation Committee, (ii) in shares of common stock (which have been owned by such participant as may be required by applicable accounting standards to avoid a charge to the Company's earnings), (iii) in a combination of cash and/or shares of common stock from the option holder or (iv) on such other terms and conditions as may be acceptable to the Compensation Committee.

The 1996 Director Plan also contains express prohibition against repricing options. Without stockholder approval, no option may be modified to reduce the purchase price thereof nor may a new option at a lower price be substituted for a simultaneously surrendered option, provided that the foregoing does not apply to antidilution adjustments and substitutions in accordance with the 1996 Director Plan.

Other Stock-Based Awards

Subject to the provisions of the 1996 Director Plan, the Compensation Committee has the authority to determine the number of shares of common stock to be awarded pursuant to other stock-based awards and all other conditions of such awards. Other stock-based awards and any common stock covered by such awards will vest or be forfeited to the extent provided in the award agreement, as determined by the Compensation Committee. Notwithstanding the foregoing, other stock-based awards granted after the Company's 2010 annual stockholders' meeting will be subject to a minimum vesting schedule of: (i) one year, if vesting is performance-based (in whole or in part) and (ii) three years, with respect to restricted stock or if vesting is not performance-based (with restrictions as to no more than 1/3rd of the shares subject thereto vesting on each of the first three anniversaries of the date of grant). However, such awards may vest earlier upon a Change in Control or a participant's death, disability or retirement. In addition, options and other stock-based awards may be granted with respect to up to 5% of the total number of shares reserved for awards under the 1996 Director Plan without regard to any limit on accelerated vesting.

Common stock or other stock-based awards purchased pursuant to a purchase right awarded under the 1996 Director Plan will be priced as determined by the Compensation Committee. The Compensation Committee may, in its discretion, permit Non-Employee Directors to defer a portion of their cash compensation in the form of other stock-based awards granted under the Plan, subject to the terms and conditions of any deferred compensation arrangement established by the Company.

Transferability

Options and other stock-based awards granted under the 1996 Director Plan are not transferable by a participant other than by will or by the laws of descent and distribution, except that the Compensation Committee may provide that a non-qualified stock option or other stock-based award is transferable to a participant's family members (as defined in the 1996 Director Plan).

Material U.S. Federal Income Tax Consequences Relating to the 1996 Director Plan

The following discussion of the principal U.S. federal income tax consequences with respect to options under the 1996 Director Plan is based on statutory authority and judicial and administrative interpretations as of the date of this Proxy Statement, which are subject to change at any time (possibly with retroactive effect) and may vary in individual circumstances. Therefore, the following is designed to provide only a general understanding of the material federal income tax consequences (state and local tax and estate tax consequences are not addressed below). This discussion is limited to the U.S. federal income tax consequences to individuals who are citizens or residents of the U.S., other than those individuals who are taxed on a residence basis in a foreign country.

Non-Employee Directors who receive options under the 1996 Director Plan will not realize taxable income for federal income tax purposes at the time of grant. Such conclusion is predicated on the assumption that, under existing U.S. Treasury Department regulations, a nonqualified stock option, at the time of its grant, has no readily ascertainable fair market value. Such directors will realize ordinary income, generally six months after the date of exercise of the option, in an amount equal to the excess, if any, of the fair market value of the shares acquired on the date income is realized over the exercise price. The optionee's holding period with respect to the shares acquired will begin on the date of exercise. The tax basis of the stock acquired upon the exercise of any option will be equal to the sum of (i) the exercise price of such option and (ii) the amount included in income with respect to such option. Any gain or loss on a subsequent sale of the stock will be either a long-term or short-term capital gain or loss, depending on the optionee's holding period for the stock disposed of.

The Company is generally entitled to a tax deduction for federal income tax purposes at the same time and in the same amount as the optionee is considered to have realized ordinary income in connection with the exercise of the option. Any entitlement to a tax deduction on the part of the Company is subject to applicable federal tax rules. In addition, in the event that the exercisability or vesting of any option is accelerated because of a change in control, such option (or a portion thereof), either alone or together with certain other payments, may constitute parachute payments under Section 280G of the Code, which excess amounts may be subject to excise taxes. Directors of the Company subject to Section 16(b) of the Exchange Act may be subject to special tax rules regarding the income tax consequences concerning their options.

Code Section 409A provides that all amounts deferred under a nonqualified deferred compensation plan are includible in a participant's gross income to the extent such amounts are not subject to a substantial risk of forfeiture, unless certain requirements are satisfied. If the requirements are not satisfied, in addition to current income inclusion, interest at the underpayment rate plus 1% will be imposed on the participant's underpayments that would have occurred had the deferred compensation been includible in gross income for the taxable year in which first deferred or, if later, the first taxable year in which such deferred compensation is not subject to a substantial risk of forfeiture. The amount required to be included in income is also subject to an additional 20% tax. While most awards under the 1996 Director Plan are anticipated to be exempt from the requirements of Code Section 409A, awards not exempt from Code Section 409A are intended to comply with Code Section 409A.

Outstanding Awards

As of March 12, 2010, 486,937 shares underlying outstanding options were held by Non-Employee Directors of which 99,075 shares were held by Mr. Alperin; 37,075 shares were held by Mr. Brons; 96,075 shares were held by Mr. Kabat; 87,075 shares were held by Mr. Laskawy; 8,987 shares were held by Ms. Mashima; 87,075 shares were held by Mr. Matthews; 71,575 shares were held by Dr. Sullivan and no shares were held by Dr. Sheares. Employees (including the Named Executive Officers) are not eligible to participate in the 1996 Director Plan.

Because future option grants under the 1996 Director Plan will be based upon prospective factors including the nature of services to be rendered by prospective Non-Employee Directors of the Company or its affiliates, and their potential contributions to the success of the Company, actual grants of options and other stock-based awards cannot be determined at this time.

THE AFFIRMATIVE VOTE OF THE HOLDERS OF A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK PRESENT IN PERSON OR REPRESENTED BY PROXY AND ENTITLED TO VOTE ON THE PROPOSED AMENDMENT AT THE ANNUAL MEETING IS REQUIRED TO APPROVE THE PROPOSED AMENDMENT TO THE 1996 DIRECTOR PLAN. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSED AMENDMENT TO THE 1996 DIRECTOR PLAN.**

PROPOSAL 3
RATIFICATION OF SELECTION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Upon the recommendation of the Audit Committee, the Board of Directors has selected BDO Seidman as our independent registered public accounting firm for the fiscal year ending December 25, 2010, subject to ratification of such selection by the stockholders at the Annual Meeting. If the stockholders do not ratify the selection of BDO Seidman, another independent registered public accounting firm will be selected by the Board of Directors. Representatives of BDO Seidman will be present at the Annual Meeting, will have an opportunity to make a statement if they desire to do so and will be available to respond to appropriate questions from stockholders in attendance.

Independent Registered Public Accounting Firm Fees and Pre-Approval Policies and Procedures

The following table summarizes fees billed to us for fiscal 2009 and for fiscal 2008:

	Fiscal 2009	Fiscal 2008
Audit Fees — *Annual Audit and Quarterly Reviews*	$ 4,163,630	$ 3,882,610
Audit-Related Fees	$ 50,000	50,250
Tax Fees: —		
Tax Advisory Services	$ 568,010	291,870
Tax Compliance, Planning and Preparation	$ 576,810	692,610
All Other Fees	—	—
Total Fees	$ 5,358,450	$ 4,917,340

In the above table, in accordance with the SEC's definitions and rules, "audit fees" are fees that the Company paid to BDO Seidman for the audit of our annual financial statements included in the Form 10-K and review of financial statements included in the Form 10-Qs; for the audit of our internal control over financial reporting with the objective of obtaining reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects; and for services that are normally provided by the independent accountant in connection with statutory and regulatory filings or engagements. "Audit-related fees" are fees for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and internal control over financial reporting, including services in connection with employee benefit plan audits, and consultation on acquisitions. "Tax fees" are fees for tax advisory services, including tax planning and strategy, tax audits and acquisition consulting, tax compliance, tax planning and tax preparation. There were no "all other fees" in fiscal 2008 or fiscal 2009.

The Audit Committee has determined that the provision of all non-audit services by BDO Seidman is compatible with maintaining such accountant's independence.

All fees paid by us to BDO Seidman were approved by the Audit Committee in advance of the services being performed by such independent accountants.

Pursuant to the rules and regulations of the SEC, before our independent registered accounting firm is engaged to render audit or non-audit services, the engagement must be approved by the Audit Committee or entered into pursuant to the Audit Committee's pre-approval policies and procedures. The policy granting pre-approval to certain specific audit and audit-related services and specifying the procedures for pre-approving other services is set forth in the Amended and Restated Charter of the Audit Committee, previously filed.

THE AFFIRMATIVE VOTE OF THE HOLDERS OF A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK PRESENT IN PERSON OR REPRESENTED BY PROXY AND ENTITLED TO VOTE ON THIS MATTER AT THE ANNUAL MEETING IS REQUIRED TO RATIFY THE SELECTION OF BDO SEIDMAN AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR THE FISCAL YEAR ENDING DECEMBER 25, 2010. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSED SELECTION OF BDO SEIDMAN AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR THE FISCAL YEAR ENDING DECEMBER 25, 2010.**

REPORT OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

Role of the Audit Committee

The Audit Committee oversees the Company's financial reporting process on behalf of the Board of Directors, including the Company's internal control over financial reporting, the quality of its financial reporting and the independence and performance of the Company's independent registered public accounting firm. The Audit Committee is responsible for establishing procedures for the receipt, retention and treatment of complaints received by the Company about accounting, internal control over financial reporting or auditing matters and confidential and anonymous submission by employees of the Company of concerns about questionable accounting or auditing matters. On an ongoing basis, the Audit Committee reviews all related party transactions, if any, for potential conflicts of interest and all such transactions must be approved by the Audit Committee.

The Audit Committee is composed of three "independent directors" as that term is defined by the listing standards of The Nasdaq Stock Market, Inc. ("Nasdaq"). Each of the members of the Audit Committee are "audit committee financial experts," as defined under the rules of the Securities and Exchange Commission ("SEC") and, as such, each satisfy the requirements of Nasdaq's Rule 5605(c)(2)(A). The Audit Committee operates under a written charter adopted by the Board of Directors, and that is in accordance with the Sarbanes-Oxley Act of 2002 and the rules of the SEC and Nasdaq listing standards relating to corporate governance and audit committees. The Audit Committee reviews and reassesses its charter on a periodic and as required basis.

Management has primary responsibility for the Company's financial statements and the overall reporting process, including the Company's disclosure controls and procedures as well as its system of internal control over financial reporting. The Company is responsible for evaluating the effectiveness of its disclosure controls and procedures on a quarterly basis and for performing an annual assessment of its internal control over financial reporting, the results of which are reported in the Company's annual 10-K filing with the SEC.

The Company's independent registered public accounting firm audits the annual financial statements prepared by management, expresses an opinion as to whether those financial statements fairly present the consolidated financial position, results of operations and cash flows of the Company and its subsidiaries in conformity with accounting principles generally accepted in the United States and discusses with management any issues that they believe should be raised with management. The Company's independent registered public accounting firm also audits, and expresses an opinion on the design and operating effectiveness of the Company's internal control over financial reporting.

The independent registered public accounting firm's ultimate accountability is to the Board of Directors of the Company and the Audit Committee, as representatives of the Company's stockholders.

The Audit Committee pre-approves audit, audit related and permissible non-audit related services provided by the Company's independent registered public accounting firm. During fiscal 2009, audit and audit related fees consisted of annual financial statement and internal control audit services, accounting consultations, employee benefit plan audits and other quarterly review services. Non-audit related services approved by the Audit Committee consisted of tax compliance, tax advice and tax planning services.

The Audit Committee meets with management regularly to consider, among other things, the adequacy of the Company's internal control over financial reporting and the objectivity of its financial reporting. The Audit Committee discusses these matters with the appropriate Company financial personnel and internal auditors. In addition, the Audit Committee has discussions with management concerning the process used to support certifications by the Company's Chief Executive Officer and Chief Financial Officer that are required by the SEC and the Sarbanes-Oxley Act to accompany the Company's periodic filings with the SEC.

On an as needed basis and following each quarterly Audit Committee meeting, the Audit Committee meets privately with both the independent registered public accounting firm and the Company's internal auditors, each of whom has unrestricted access to the Audit Committee. The Audit Committee also appoints the independent registered public accounting firm, approves in advance its engagements to perform audit and any non-audit services and the fee for such services, and periodically reviews its performance and independence from management. In addition, when appropriate, the Audit Committee discusses with the independent registered public accounting firm plans for audit partner rotation as required by the Sarbanes-Oxley Act.

Review of the Company's Audited Financial Statements for Fiscal 2009

The Audit Committee reviewed the Company's audited financial statements for fiscal 2009 as well as the process and results of the Company's assessment of internal control over financial reporting. The Audit Committee has also met with management, the internal auditors and BDO Seidman, LLP ("BDO Seidman"), the Company's independent registered public accounting firm, to discuss the financial statements and internal control over financial reporting. Management has represented to the Audit Committee that the financial statements were prepared in accordance with accounting principles generally accepted in the United States, that internal control over financial reporting was effective and that no material weaknesses in those controls existed as of the fiscal year-end reporting date, December 26, 2009.

The Audit Committee has received from BDO Seidman the written disclosures and the letter required by applicable requirements of the Public Company Accounting Oversight Board regarding the independent accountant's communications with the Audit Committee concerning independence, and has discussed with BDO Seidman their independence from the Company and its management. The Audit Committee also received reports from BDO Seidman regarding all critical accounting policies and practices used by the Company, generally accepted accounting principles that have been discussed with management, and other material written communications between BDO Seidman and management. There were no differences of opinion reported between BDO Seidman and the Company regarding critical accounting policies and practices used by the Company. In addition, the Audit Committee discussed with BDO Seidman all matters required to be discussed by statement on Auditing Standards No. 61, as amended (AICPA, *Professional Standards*, Vol. 1 AU Section 380), as adopted by The Public Company Accounting Oversight Board in Rule 3200T. Finally, the Audit Committee has received from, and reviewed with, BDO Seidman all communications and information concerning its audit of the Company's internal control over financial reporting as required by the Public Company Accounting Oversight Board Auditing Standard No. 5.

Based on these reviews, activities and discussions, the Audit Committee recommended to the Board of Directors, and the Board of Directors has approved, that the Company's audited financial statements be included in the Company's Annual Report on Form 10-K for fiscal 2009.

THE AUDIT COMMITTEE
Donald J. Kabat, Chairman
Barry J. Alperin
Philip A. Laskawy

Notwithstanding anything to the contrary set forth in any of our previous or future filings under the Securities Act of 1933, as amended, or the Exchange Act, that might incorporate by reference this proxy statement or future filings made by the Company under those statutes, the Compensation Committee Report, the information in the Audit Committee Report contained under the heading "Review of the Company's Audited Financial Statements for Fiscal 2009," references to the Audit Committee Charter and reference to the independence of the Audit Committee members are not deemed filed with the SEC, are not deemed soliciting material and shall not be deemed incorporated by reference into any of those prior filings or into any future filings made by the Company under those statutes, except to the extent that the Company specifically incorporates such information by reference into a previous or future filing, or specifically requests that such information be treated as soliciting material, in each case under those statutes.

VOTING OF PROXIES AND OTHER MATTERS

The Board of Directors recommends that an affirmative vote be cast in favor of each of the proposals listed on the proxy card.

The Board of Directors knows of no other matter that may be brought before the meeting that requires submission to a vote of the stockholders. If any other matters are properly brought before the meeting, however, the persons named in the enclosed proxy or their substitutes will vote in accordance with their best judgment on such matters.

A complete list of stockholders entitled to vote at the Annual Meeting will be available for inspection beginning April 30, 2010 at our headquarters located at 135 Duryea Road, Melville, New York 11747.

ANNUAL REPORT ON FORM 10-K

Our Annual Report on Form 10-K for the fiscal year ended December 26, 2009 has been filed with the SEC and is available free of charge through our Internet website, *www.henryschein.com.* Stockholders may also obtain a copy of the Form 10-K upon written request to Henry Schein, Inc., 135 Duryea Road, Melville, New York 11747, Attn: Corporate Communications, facsimile number: (631) 843-5975. In response to such request, the Company will furnish without charge the Form 10-K including financial statements, financial schedules and a list of exhibits.

STOCKHOLDER PROPOSALS

Eligible stockholders wishing to have a proposal for action by the stockholders at the 2011 Annual Meeting included in our proxy statement must submit such proposal at the principal offices of the Company not later than December 1, 2010. It is suggested that any such proposals be submitted by certified mail, return receipt requested.

Under our Amended and Restated Certificate of Incorporation, as amended, a stockholder who intends to bring a proposal before the 2011 Annual Meeting without submitting such proposal for inclusion in our proxy statement cannot do so unless notice and a full description of such proposal (including all information that would be required in connection with such proposal under the SEC's proxy rules if such proposal were the subject of a proxy solicitation and the written consent of each nominee for election to the Board of Directors named therein (if any) to serve if elected) and the name, address and number of shares of common stock held of record or beneficially as of the record date for such meeting by the person proposing to bring such proposal before the 2011 Annual Meeting is delivered in person or mailed to, and received by, the Company by the later of March 21, 2011 and the date that is 75 days prior to the date of the 2011 Annual Meeting.

Under the SEC's proxy rules, proxies solicited by the Board of Directors for the 2011 Annual Meeting may be voted at the discretion of the persons named in such proxies (or their substitutes) with respect to any stockholder proposal not included in our proxy statement if we do not receive notice of such proposal on or before the deadline set forth in the preceding paragraph.

Exhibit A

AMENDMENT NUMBER THREE
TO THE
HENRY SCHEIN, INC.
1996 NON-EMPLOYEE DIRECTOR STOCK INCENTIVE PLAN

WHEREAS, Henry Schein, Inc. (the "Company") maintains the Henry Schein, Inc. 1996 Non-Employee Director Stock Incentive Plan, amended and restated effective as of April 1, 2003, and as thereafter amended (the "Plan");

WHEREAS, pursuant to Section 12 of the Plan, the Company has reserved the right to amend the Plan;

WHEREAS, the Company desires to amend the Plan in certain respects; and

WHEREAS, pursuant to Section 12 of the Plan, approval by the Company's stockholders is required with respect to certain of these amendments.

NOW, THEREFORE, the Plan is hereby amended subject to stockholder approval at the 2010 annual stockholders' meeting (where indicated) and effective on the date thereof, as follows:

1. Section 2(g) of the Plan is amended in its entirety to read as follows:

   "'Committee' means such committee (or subcommittee), if any, appointed by the Board to administer the Plan consisting of two or more directors as may be appointed from time to time by the Board, each of whom shall qualify as a 'non-employee director' within the meaning of Rule 16b-3 promulgated under the Act and an 'independent director' within the meaning of Nasdaq's Rule 5605(a)(2) or such other applicable stock exchange rule. If the Board does not appoint a committee for this purpose or the Board removes the Committee for any reason, "Committee" means the Board."

2. Subject to stockholder approval at the 2010 annual stockholders' meeting, the last sentence of Section 3 of the Plan is amended in its entirety to read as follows:

   "Notwithstanding the foregoing, no Option or Other Stock-Based Award shall be granted under the Plan on or after the tenth anniversary of the date of the 2010 annual stockholders' meeting, but Options or Other Stock-Based Awards previously granted may extend beyond that date."

3. The following sentence is hereby added to the end of Section 5(b) of the Plan as follows:

   "Notwithstanding any other provision of the Plan to the contrary, the number of Shares available for the purpose of Options and Other Stock-Based Awards under the Plan shall be reduced by (i) the total number of Options or stock appreciation rights exercised, regardless of whether any of the Shares underlying such awards are not actually issued to the Participant as the result of a net settlement and (ii) any Shares repurchased by the Company on the open market with the proceeds of the Purchase Price of an Option."

4. The following sentence is hereby added to the end of Section 6(d) of the Plan as follows:

   "Notwithstanding any other provision of the Plan to the contrary, effective on the date of the Company's 2010 annual stockholders' meeting, Options shall be subject to a minimum vesting schedule of at least three years; provided, that, subject to the terms of the Plan, the Committee shall be authorized (at the time of grant or thereafter) to provide for the earlier vesting in the event of a Change of Control or a Participant's retirement, death or Disability; and provided further, that, subject to the limitations set forth in Section 5(b), awards of Options and Other Stock-Based Awards with respect to up to 5% of the total number of Shares of Common Stock reserved for awards under the Plan may be granted without regard to any limit on accelerated vesting."

5. Section 6(e)(iii) of the Plan is amended to insert "solely with respect to an Option granted prior to the date of the Company's 2010 annual stockholders' meeting" at the beginning thereof.

6. Section 6(e) of the Plan is amended in its entirety to insert a new subsection (iv) immediately following subsection (iii) to read as follows:

"solely with respect to an Option granted on or after the date of the Company's 2010 annual stockholders' meeting, the consummation of the Company of a Corporate Transaction or, if consummation of such Corporate Transaction is subject to the consent of any government or governmental agency, the obtaining of such consent (either explicitly or implicitly by consummation), excluding, however, such Corporate Transaction pursuant to which (A) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the outstanding Shares and Outstanding HSI Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 60% of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction and the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors, in substantially the same proportions as their ownership immediately prior to such Corporate Transaction, of the outstanding Shares and Outstanding HSI Voting Securities, as the case may be, (B) no Person (other than the Company, any employee benefit plan (or related trust) of the Company or the corporation resulting from such Corporate Transaction and any Person beneficially owning, immediately prior to such Corporate Transaction, directly or indirectly, 33% (20% with respect to Options granted prior to the Restated Effective Date) or more of the outstanding Shares or Outstanding HSI Voting Securities, as the case may be) will beneficially own, directly or indirectly, 33% (20% with respect to Options granted prior to the Restated Effective Date) or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors and (C) individuals who were members of the incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction, notwithstanding the foregoing, no Change of Control will occur if the Incumbent Board approves the Corporate Transaction; or"

7. Subsection (iv) of Section 6(e) of the Plan shall be renumbered as subsection (v).

8. The following sentence is hereby added to the end of Section 7(a)(ii) of the Plan as follows:

"Notwithstanding any other provision of the Plan to the contrary, effective on the date of the Company's 2010 annual stockholders' meeting, Other Stock-Based Awards granted on or after such date shall be no less than (A) one year, if vesting is performance-based (in whole or in part) and (B) three years, with respect to restricted stock or if vesting is not performance-based (with restrictions as to no more than 1/3rd of the Shares subject thereto vesting on each of the first three anniversaries of the date of grant); provided, that, subject to the terms of the Plan, the Committee shall be authorized (at the time of grant or thereafter) to provide for the earlier vesting in the event of a Change of Control or a Participant's retirement, death or Disability; and provided further, that, subject to the limitations set forth in Section 5(b), awards of Options and Other Stock-Based Awards with respect to up to 5% of the total number of Shares of Common Stock reserved for awards under the Plan may be granted without regard to any limit on accelerated vesting."

9. Except as amended hereby and expressly provided herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed February 23, 2010

HENRY SCHEIN, INC.

By: /s/ Michael S. Ettinger
Name: Michael S. Ettinger
Title: Senior Vice President and General Counsel

Schedule 10.5
Existing Liens

Loans/FX Arrangements

Entity	Lien holder	Type of Lien	Amount of Lien
Sandgnat	Bank of America	Security Interest/ deposit arrangement	$ 350,000
Henry Schein Regional Pty Ltd	ANZ	Floating Charge - Guarantee	2,379,000
Henry Schein Regional Pty Ltd	ANZ	Floating Charge – Lease	307,000
Total			**$ 3,036,000**

Capital Leases

Henry Schein Canada Inc.	$ 4,237
Henry Schein Dunlops (UK)	409,573
Australia/New Zealand	297,534
Ortho Organizers	25,424
Henry Schein Hong Kong	7,251
Germany – several entities	65,787
Henry Schein Espana, S.A.	6,925
Henry Schein UK Holdings	78,641
Camlog International	3,084,748
Software of Excellence Int'l Ltd	27,232
Butler Schein Animal Health Group	1,050,012
Total	**$ 5,057,364**

Letters of Credit

Description	Issued	Maturity/ Paydown	Beneficiary	Outstanding Liability
Letter of Credit (T201378)/Henry Schein, Inc.	5/30/2000	6/30/2010	Travelers	$ 984,000
Letter of Credit (T213763)/Henry Schein, Inc.	6/12/2001	5/2/2010	Zurich American	$ 2,500,000
Letter of Credit (T244719)/Henry Schein, Inc.	1/20/2004	3/1/2011	ARC (Travel)	50,000
Letter of Credit (T316540)/Henry Schein, Inc.	4/16/2007	10/30/2010	CSC Holdings, Inc.	1,000,000
Letter of Credit (T397579)/Henry Schein, Inc.	10/5/2007	9/17/2010	Liberty Mutual	4,600,000
Henry Schein Regional Pty Ltd (Australia)	-	-	John Cook University	614,563
Henry Schein Canada, Inc.	8/1/2005	Open	CRA/Quebec	12,557
Henry Schein Dental Group (Austria)			DIC Vienna	663,680
Total				**$ 10,424,800**

Existing Liens/Security Deposits

LOCATION	PAYEE	AMOUNT OF SEC. DEPOSIT
LEASES IN EFFECT ON A MONTH TO MONTH BASIS		
LEASE EXPIRES 2010		
TULSA, OK	HELMERICH & PAYNE, INC.	$ 1,496.00
TUCSON, AZ	GRANT ROAD INDUSTRIAL	$ 1,606.50
URBANDALE, IA	BP JOHNSON	$ 1,371.69
LEASE EXPIRES 2011		
CHICAGO, IL	GREENPOINT BUSINESS PARK INVESTORS	$ 10,350.00
FAIRHOPE, AL	PROJECT 64 LLC	$ 5,127.50
IRMO, SC	ROGER E CROUCH / MATRIX MEDICAL	$ 6,600.00
GRAND PRAIRIE, TEXAS	PADDOK PARTNERSHIP/BRADFORD MNGMT	$ 1,545.83
FIRST INDUSTRIAL	SECURITY DEPOSIT	$ 10,620.00
SPARKS, NV	PROLOGIS TRUST	$ 29,090.40
DEL MAR, CA	CHARNHOLM & ASSOCIATED	$ 2,650.00
CINCINATTI, OH	DUKE REALTY CORPORATION	$ 7,100.00
ELLICOT CITY/BALTIMORE, MD	MERRITT PROPERTIES LLC	$ 1,666.17
RALEIGH, NC	PYLON, INC.	$ 4,300.00
HUNTSVILLE, AL	FSG PARTNERS	$ 3,057.75
SOUTH JORDAN, UT	PHEASANT HOLLOW BUSINESS PARK LLC	$ 10,000.00
HOUSTON, TX	NORTHWEST TECHNICAL CENTER	$ 2,718.90
SAN ANTONIO, TX	WATCH OMEGA HOLDINGS	$ 2,232.00
WILSONVILLE, OR	BERRY TRUST	$ 4,087.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 7,873.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 1,725.00
ORANGE, CA	ORANGE TAFT, LLC/DOMINO REALTY	$ 4,011.71
SAN-JOSE, CA	BLANCHARD FAMILY L.P.	$ 3,185.00
S. SAN FRANCISCO, CA	HYDING OFFICE PARK / PACIFIC GAS AND ELECTRIC	$ 4,800.50
LEASE EXPIRES 2012		
OMAHA, NE	PROGRESS WEST CORP.	$ 1,144.00
COLOMBUS, OH	TRIANGLE REAL ESTATE	$ 5,850.00
WILLIAMSVILLE, NY	REALMARK PROPETY	$ 850.00
MANDEVILLE, LA	RR VENTURES	$ 13,703.67
JUPITER, FL	PARK PLAZA	$ 2,019.14
LIVERMORE, CA	PROPERTY RESERVE/SPIEKER PROPERTIES	$ 11,656.00
WESTCHESTER, PA	WOOD DUCK REAL ESTATE	$ 11,056.10
11604 SW 15TH ST., AUBURN, WA 98011	OPUS NORTHWEST MANAGEMENT	$ 5,686.00

LOCATION	PAYEE	AMOUNT OF SEC. DEPOSIT
FORT WAYNE, IN	JOHN LINK & STEPHEN GUSCHING	$ 2,500.00
E. SYRACUSE, NY	OLIVA PROPERTIES	$ 1,909.38
LEASE EXPIRES 2013		
HOLLAND, OH	ESTATE OF J. THOMAS	$ 3,208.33
GAITHERSBURGH, MD	HALCYON ASSOCIATES	$ 9,062.50
ELKRIDGE, MD	MIE PROPERTIES, INC.	$ 27,960.72
LAKE MARY, FL	TRIDENT	$ 5,000.00
BOISE, ID	MOUNTAIN WEST INVESTMENTS	$ 3,600.00
GRAPEVINE, TX	PRUCROW/JACSONVILLE ELEC. COMPANY	$ 44,000.00
JACKSON, MS	PROGRESSIVE MANAGEMENT CORP	$ 5,459.00
LITTLE ROCK, AR	BOEN BUILDING II	$ 3,061.79
DORAL, FL	AMB – HTD BEACON CENTER	$ 7,198.00
LEASE EXPIRES 2014		
PELHAM, NY	RECKSON OPERATING PARTNERSHIP	$ 45,960.75
LEXINGTON, KY	AMTEK/RON TURNER	$ 6,340.50
SOLON, OH	CHELM PROPERTIES, INC	$ 6,727.40
ALBUQUERQUE, NM	GOPHER BAROUQE LLC	$ 3,100.00
HONOLULU, HI	GGP ALA MOANA L.L.C.	$ 4,229.14
LEASE EXPIRES 2015		
BALTIMORE, MD	MERRIT HF, LLC	$ 7,198.00
ATLANTA, GA	FIRST CAL INDUSTRIES	$ 19,226.26
LOUISVILLE, KY	OAKLAND LIMITED PARTNERSHIP	$ 4,709.42
OTHER		
AMERISOURCE BERGEN (B)	SECURITY DEPOSIT	$ 1,000,000.00
HSE CHARD PER INTL	SECURITY DEPOSIT	$ 19,327.06
	Deutsche Bank, Frankfurt	$ 84,611.91
	Twin Palms Building	$ 1,650.00
	State University of New York at Stony Brook	$ 437.50
	Darby Dnetal Laboratory Supply Co., Inc.	$ 6,000.00
	Best Properties	$ 6,000.00
	Autoridad De Energia Eletrica	$ 6,000.00
	Rudolf Amman	$ 4,000.00
	United Water	$ 300.00
	COM Ed	$ 3,723.33
	FX McRory’s	$ 13,742.46
	Amerisource Bergen	$ 300,000.00
	Carlsbad, CA	$ 125,000.00
	BrainTree	$ 22,129.00
	Total	$ 1,982,552.31

Schedule 10.6
Existing Indebtedness

$320,000,000 Term Loan Note with Butler Animal Health Supply, LLC as Borrower (of which $37.5 million was provided by Henry Schein, Inc.) ("Butler Schein Note").

Butler Schein Note		280,331,750
Other[1]		3,501,780
	$	283,833,530

[1] Predominantly loans owed to minority shareholders in Henry Schein Israel.

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Exhibit 10.1

$400,000,000

CREDIT AGREEMENT

among

HENRY SCHEIN, INC.,
as Borrower,

The Several Lenders Parties Hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

HSBC BANK USA, N.A.,

UNICREDIT MARKETS AND INVESTMENT BANKING,

acting through

BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH

and

THE BANK OF NEW YORK MELLON,

as Co-Syndication Agents

Dated as of September 5, 2008

J.P. MORGAN SECURITIES INC., as Lead Arranger and Bookrunner

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[**] - Confidential or proprietary information redacted.

[**] - Confidential or proprietary information redacted.

[**] - Confidential or proprietary information redacted.

[**] - Confidential or proprietary information redacted.

SCHEDULES

EXHIBITS

[**] - Confidential or proprietary information redacted.

CREDIT AGREEMENT, dated as of September 5, 2008, among (i) Henry Schein, Inc., a Delaware corporation (the "Borrower"), (ii) the several Lenders party hereto (the "Lenders"), (iii) JPMorgan Chase Bank, N.A., as administrative agent and (iv) HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents (in such capacity, the "Co-Syndication Agents").

The parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, and (b) the Federal Funds Effective Rate in effect on such day plus 0.25%. For purposes hereof: "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMCB in connection with extensions of credit to debtors). Any change in the ABR due to a change in the Prime Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate.

"ABR Loans": Revolving Credit Loans bearing interest at a rate per annum determined by reference to the ABR.

"Adjusted LIBO Rate": with respect to each day during each Interest Period pertaining to (a) a LIBOR Loan that is not denominated in an Available Foreign Currency, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

LIBO Rate
1.00 - Eurocurrency Reserve Requirements

and (b) a LIBOR Loan that is denominated in an Available Foreign Currency, a rate per annum determined for such day equal to the LIBO Rate plus the Mandatory Cost (rounded upward to the nearest 1/100th of 1%).

"Administrative Agent": JPMorgan Chase Bank, N.A. and any of its Affiliates, as the Administrative Agent for the Lenders under this Agreement and the other Loan Documents.

"Administrative Questionnaire": an administrative questionnaire in a form supplied by the Administrative Agent.

[**] - Confidential or proprietary information redacted.

"Affiliate": as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of (or persons performing similar functions for) such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agents": the collective reference to the Administrative Agent, the Sole Lead Arranger, the Sole Bookrunner and the Co-Syndication Agents.

"Aggregate Available Multicurrency Commitments": as at any time of determination, an amount in Dollars equal to the sum of the Available Multicurrency Commitments of all Lenders at such time.

"Aggregate Available Revolving Credit Commitments": as at any time of determination with respect to all Lenders, an amount in Dollars equal to the sum of the Available Revolving Credit Commitments of all Lenders at such time.

"Aggregate Multicurrency Commitments": the obligations of the Lenders to make Multicurrency Loans hereunder in an aggregate principal amount at any one time outstanding not to exceed $100,000,000.

"Aggregate Multicurrency Outstandings": as at any time of determination with respect to any Lender, the Dollar Equivalent of the principal amount of such Lender's outstanding Multicurrency Loans at such time.

"Aggregate Revolving Credit Commitments": as at any time of determination, the aggregate amount of the Revolving Credit Commitments of all of the Lenders at such time.

"Aggregate Revolving Credit Outstandings": as at any time of determination with respect to any Lender, an amount in Dollars equal to the sum of (a) the aggregate unpaid principal amount of such Lender's Revolving Credit Loans (in the case of outstanding Multicurrency Loans, Aggregate Multicurrency Outstandings) on such date plus (b) such Lender's Revolving Credit Commitment Percentage of (i) the Aggregate Swingline Outstandings and (ii) the L/C Obligations.

"Aggregate Swingline Outstandings": as at any time of determination, the aggregate unpaid principal amount of Swingline Loans at such time.

"Agreement": this Credit Agreement, as amended, supplemented or otherwise modified from time to time.

"Applicable Margin": with respect to each day for LIBOR Loans, a rate per annum equal to (a) until delivery of financial statements for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 7.1, 0.50%, and (b) at any time thereafter, the applicable rate per annum based on the Consolidated Leverage Ratio for such day, as set forth under the relevant column heading below:

Tier	Ratio	Applicable Margin (bps)
I	≥2.25:1.00	90.0
II	<2.25:1.00 but ≥1.50:1.00	70.0
III	<1.50:1.00	50.0

[**] - Confidential or proprietary information redacted.

The Applicable Margin for the purpose of paragraph (b) above will be set on the day which is five Business Days following the receipt by the Administrative Agent of the financial statements referenced in subsection 7.1(a) or subsection 7.1(b), as the case may be, and shall apply to all LIBOR Loans (i.e., existing, new or additional Loans, or Loans which are continuations or conversions) then outstanding (i.e., subject to the below provisions, outstanding LIBOR Loans shall bear interest at the new Applicable Margin from and after the date any such margin is reset in accordance with the provisions hereof; prior to such time, such LIBOR Loans shall accrue interest based on the Applicable Margin relating to the period immediately prior to the time such margin is reset in accordance with the provisions hereof) or to be made on or after such date until, but not including, the next date on which the Applicable Margin is reset in accordance with the provisions hereof; provided, however, that notwithstanding the foregoing, if any financial statements are not received by the Administrative Agent within the time period relating to such financial statements as provided in subsection 7.1(a) or subsection 7.1(b) as the case may be, the Applicable Margin on all LIBOR Loans then outstanding or to be made on or after the date the Applicable Margin should have been reset in accordance with the foregoing provisions (i.e., assuming timely delivery of the requisite financial statements), until the day which is five Business Days following the receipt by the Administrative Agent of such financial statements, will be 0.90%; and further provided, however, that the Lenders shall not in any way be deemed to have waived any Event of Default or any remedies hereunder (including, without limitation, remedies provided in Section 9) in connection with the provisions of the foregoing proviso.

"Application": an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to issue a Letter of Credit.

"Approved Fund": as defined in subsection 11.6(b).

"Assignee": as defined in subsection 11.6(b).

"Attorney Costs": all reasonable fees and disbursements of any law firm or other external counsel.

"Australian Dollars": the lawful currency of Australia.

[**] - Confidential or proprietary information redacted.

"Available Foreign Currencies": Euro, Japanese Yen, Australian Dollars, Canadian Dollars, Pounds Sterling, Swiss Francs and any other available and freely-convertible non-Dollar currency in which dealings in deposits are carried out in the London interbank market which are selected by the Borrower and approved by the Administrative Agent and each of the Lenders.

"Available Multicurrency Commitment": as at any time of determination with respect to any Lender, an amount in Dollars equal to the excess, if any, of (a) the amount of such Lender's Multicurrency Commitment in effect at such time over (b) the Dollar Equivalent of the Aggregate Multicurrency Outstandings of such Lender at such time.

"Available Revolving Credit Commitment": as at any time of determination with respect to any Lender, an amount in Dollars equal to the excess, if any, of (a) the amount of such Lender's Revolving Credit Commitment in effect at such time over (b) the Aggregate Revolving Credit Outstandings of such Lender at such time.

"Borrower": as defined in the preamble hereto.

"Borrowing": any extension of credit under this Agreement.

"Borrowing Date": any Business Day specified in a notice pursuant to Section 2 or Section 4 as a date on which the Borrower requests the Lenders to extend credit, make Loans or issue Letters of Credit hereunder.

"British Pounds Sterling" and "Pounds Sterling": the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided, that (a) if such day relates to any Multicurrency Loan denominated in a currency other than Euro, such term shall mean any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the applicable foreign currency or foreign exchange interbank market, (b) if such day relates to any Multicurrency Loan denominated in Euro, such term shall mean a Target Operating Day that is also a London Business Day, and (c) if such day relates to any LIBOR Loan in Dollars, such term shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close which is also a London Business Day.

"Calculation Date": the last Business Day of each calendar month and such other date as may be reasonably determined by the Administrative Agent.

"Canadian Dollars": the lawful currency of Canada.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

[**] - Confidential or proprietary information redacted.

"Change in Control": any Person or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (A) shall have acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Borrower (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Borrower on the Closing Date) or (B) shall obtain (i) the power (whether or not exercised) to elect a majority of the Borrower's directors or (ii) the board of directors of the Borrower shall not consist of a majority of Continuing Directors.

"CLO": as defined in subsection 11.6(b).

"Closing Date": the date, on or before September 5, 2008, on which the conditions precedent set forth in subsection 6.1 shall be satisfied.

"Co-Syndication Agents": as defined in the Preamble hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Commitment Fee Rate": for each day during each calculation period, a rate per annum equal to (a) until delivery of financial statements for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 7.1, 0.125%, and (b) at any time thereafter, the rate per annum based on the Consolidated Leverage Ratio for such day, as set forth below:

Tier	Ratio	Commitment Fee Rate (bps)
I	≥2.25:1.00	22.5
II	<2.25:1.00 but ≥1.50:1.00	17.5
III	<1.50:1.00	12.5

The applicable Commitment Fee Rate for the purpose of paragraph (b) above will be set on the day which is five Business Days following the receipt by the Administrative Agent of the financial statements referenced in subsection 7.1(a) or subsection 7.1(b), as the case may be, and shall apply until, but not including, the next date on which the applicable Commitment Fee Rate is reset in accordance with the provisions hereof; provided, however, that notwithstanding the foregoing, if any financial statements are not received by the Administrative Agent within the time period relating to such financial statements as provided in subsection 7.1(a) or subsection 7.1(b), as the case may be, the applicable Commitment Fee Rate will be 0.225% until the day which is five Business Days following the receipt by the Administrative Agent of such financial statements; and further provided, however, that the Lenders shall not in any way be deemed to have waived any Event of Default or any remedies hereunder (including, without limitation, remedies provided in Section 9) in connection with the provisions of the foregoing proviso.

[**] - Confidential or proprietary information redacted.

"Commitment Increase Date": as defined in subsection 2.7(a).

"Commitment Period": the period from and including the Closing Date to but not including the Termination Date.

"Commitments": the collective reference to the Revolving Credit Commitments, Multicurrency Commitments, Swingline Commitments and L/C Commitment.

"Committed Outstandings Percentage": on any date with respect to any Lender, the percentage which the Aggregate Revolving Credit Outstandings of such Lender constitutes of the Aggregate Revolving Credit Outstandings of all Lenders.

"Confidential Information Memorandum": the Confidential Information Memorandum dated August, 2008 relating to the Borrower and this Agreement.

"Consolidated EBITDA": for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) the Designated Charges of the Borrower and its Subsidiaries for such period, determined on a consolidated basis and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Gross Profit": for any period, net sales less cost of sales of the Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Interest Coverage Ratio": at any date of determination, the ratio of (a) Consolidated EBITDA for the period of the four prior fiscal quarters ending on (or most recently ended prior to) such date to (b) Consolidated Interest Expense for such period.

"Consolidated Interest Expense": for any period, total interest expense (including, without limitation, rent or interest expense pursuant to Capital Lease Obligations that is treated as interest in accordance with GAAP) of the Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Interest Income": for any period, the interest income of the Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

[**] - Confidential or proprietary information redacted.

"Consolidated Leverage Ratio": at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of the four fiscal quarters ending on (or most recently ended prior to) such date.

"Consolidated Operating Expenses": for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Operating Income": for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Total Assets": at any date of determination, the net book value of all assets of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Consolidated Total Debt": at any date of determination, the aggregate amount of all Indebtedness of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

"Continuing Directors": as to the Borrower, the directors of the Borrower on the Closing Date and each other director of the Borrower whose nomination for election to the Board of Directors of Borrower is recommended by a majority of the then Continuing Directors.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Default": any event or circumstance that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Designated Charges": for any period, to the extent deducted in computing Consolidated Operating Income, the aggregate of total (a) non-cash, non-recurring merger and integration costs, and (b) non-cash, non-recurring restructuring costs, of the Borrower and its Subsidiaries for such period, in each case not including non-cash charges that represent an accrual or reserve for potential cash items in any future period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

[**] - Confidential or proprietary information redacted.

"Disclosed Matters": the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.10.

"Disposition" or "Dispose": the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disposition Value": (a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Borrower, and (b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Borrower.

"Dollar Equivalent": with respect to an amount denominated in any currency other than Dollars, the equivalent in Dollars of such amount determined at the Exchange Rate on the date of determination of such equivalent in accordance with the provisions of the next sentence. In making any determination of the Dollar Equivalent for purposes of calculating the amount of Loans to be borrowed from the respective Lenders on any Borrowing Date, the Administrative Agent shall use the relevant Exchange Rate in effect on the date on which the interest rate for such Loans is determined pursuant to the provisions of this Agreement and the other Loan Documents.

"Domestic Subsidiary": any Subsidiary other than a Foreign Subsidiary.

"Dollars" and "$": lawful currency of the United States of America.

"Environmental Laws": all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, written notices or written and binding agreements issued, promulgated or entered into by any Governmental Authority, relating to the pollution or the protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or imposing workers health and safety requirements.

"Environmental Liability": any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) a claim made pursuant to any written contract, agreement or other written and binding consensual arrangement pursuant to which liability is assumed or imposed by or on Borrower or any of its Subsidiaries with respect to any of the foregoing.

[**] - Confidential or proprietary information redacted.

"Equity Interests": any and all shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interests.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate": any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event": (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) prior to January 1, 2008, any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the code or Section 302 of ERISA) applicable to such Plan; (d) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) a determination that any Plan is in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA; (g) the receipt by the Borrower or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (h) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; or (i) the receipt by the Borrower or any ERISA Affiliate of any notice (x) imposing withdrawal liability under Title IV of ERISA or (y) stating that a Multiemployer Plan is, or is reasonably expected to be, Insolvent or in Reorganization (within the meaning of Title IV of ERISA).

"Euro": the single currency of participating member states of the European Union.

"Eurocurrency Reserve Requirements": for any day as applied to a Loan, the aggregate (without duplication) of the rates (expressed as a decimal fraction) of reserve requirements actually imposed on such day (including, without limitation, basic, supplemental, marginal and emergency reserves) under any regulations of the Board of Governors of the Federal Reserve System or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of such Board) maintained by a member bank of such System. The determination of Eurocurrency Reserve Requirements by the Administrative Agent shall be conclusive in the absence of manifest error.

[**] - Confidential or proprietary information redacted.

"Event of Default": any of the events specified in Section 9.

"Excess Utilization Day": any day on which the sum of the Aggregate Revolving Credit Outstandings of all Lenders exceeds 50% of the Aggregate Revolving Credit Commitments.

"Exchange Rate": with respect to any non-Dollar currency on any date, the rate at which such currency may be exchanged into Dollars, as set forth on such date on the relevant Reuters currency page at or about 11:00 A.M., London time, on such date. In the event that such rate does not appear on any Reuters currency page, the "Exchange Rate" with respect to such non-Dollar currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such agreement, such "Exchange Rate" shall instead be the Spot Rate of exchange in the interbank market where its foreign currency exchange operations in respect of such non-Dollar currency are then being conducted, at or about 11:00 A.M., local time, on such date for the purchase of Dollars with such non-Dollar currency, for delivery two Business Days later; provided, that if at the time of any such determination, no such Spot Rate can reasonably be quoted, the Administrative Agent after consultation with the Borrower may use any reasonable method as the Administrative Agent deems applicable to determine such rate, and such determination shall be conclusive absent manifest error. The Administrative Agent shall determine the Exchange Rate on each Calculation Date. The Exchange Rates so determined shall become effective on the first Business Day immediately following the relevant Calculation Date (a "Reset Date") or other determination, shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than Section 11.15 or any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between US Dollars and Available Foreign Currencies.

"Existing Facility": the Credit Agreement, dated as of May 24, 2005, as amended, among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto as lenders, JPMCB, as administrative agent for the lenders thereunder, Citibank, N.A., as syndication agent, HSBC Bank USA, N.A., Lehman Commercial Paper Inc., Mellon Bank, N.A. and Wells Fargo Bank, National Association, as co-agents, and J.P. Morgan Securities, Inc., as lead arranger and bookrunner.

"Existing Letters of Credit": those letters of credit which are individually described on Schedule II.

"Fair Market Value": at any time and with respect to any property, the sale value of such property that would be realized in an arm's-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

"Fed Funds Loans": Swingline Loans bearing interest at a rate per annum determined by reference to the Federal Funds Effective Rate.

[**] - Confidential or proprietary information redacted.

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it. Any change in the Federal Funds Effective Rate shall be effective as of the opening of business on the effective date of such change.

"Fee Commencement Date": the Closing Date.

"Financing Lease": any lease of property, real or personal, the obligations of the lessee in respect of which are Capital Lease Obligations on a balance sheet of the lessee.

"Foreign Lender" any Lender or Issuing Bank that is not a "United States person" as defined by Section 7701(a)(30) of the Code.

"Foreign Subsidiary": any Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

"Funding Commitment Percentage": as at any date of determination, with respect to any Lender, that percentage which the Available Revolving Credit Commitment of such Lender then constitutes of the Aggregate Available Revolving Credit Commitments.

"GAAP": generally accepted accounting principles in the United States of America consistently applied with respect to those utilized in preparing the audited financial statements referred to in subsection 5.1.

"Governmental Authority": any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other unrelated third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

[**] - Confidential or proprietary information redacted.

"Guarantors": any Subsidiary of the Borrower which guarantees any of the Indebtedness or other obligations incurred under the Note Purchase Agreements, as amended, or any other debt securities or bank debt issued by the Borrower (it being understood that undrawn commitments in respect of bank credit facilities shall not constitute "bank debt" for purposes of this definition).

"Hazardous Material": all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature, to the extent regulated pursuant to any Environmental Law.

"Hedging Agreement": any interest rate protection agreement, foreign currency exchange agreement, currency swap agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds or similar arrangements, (g) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction, (h) all Guarantee Obligations of such Person; (i) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property, and (j) for the purposes of the definition of "Material Indebtedness" only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Agreements; provided that for the purposes of the definition of "Material Indebtedness," the "principal amount" of the obligations of such Person in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Agreement were terminated at such time. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefor.

[**] - Confidential or proprietary information redacted.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Interest Payment Date": (a) as to any ABR Loan and as to any Fed Funds Loan, the last day of each March, June, September and December; (b) as to any LIBOR Loan having an Interest Period of three months or less, the last day of such Interest Period; (c) as to any LIBOR Loan having an Interest Period longer than three months, each day which is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period; and (d) as to any Swingline Loan, the earlier to occur of (i) the maturity date thereof and (ii) the date the same shall have been prepaid in accordance with the provisions of this Agreement.

"Interest Period": with respect to any LIBOR Loan:

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such LIBOR Loan and ending one, two, three or six months thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such LIBOR Loan and ending one, two, three or six months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not less than three Business Days, in the case of LIBOR Loans in Dollars, and four Business Days, in the case of LIBOR Loans in Available Foreign Currencies, prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(1) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(2) any Interest Period in respect of any Loan made by any Lender that would otherwise extend beyond the Termination Date applicable to such Lender shall end on such Termination Date; and

[**] - Confidential or proprietary information redacted.

(3) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"IRS": The United States Internal Revenue Service and any successor governmental agency performing a similar function.

"Issuing Lender": JPMCB, in its capacity as issuer of any Letter of Credit, and its successors. The Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Lender, in which case the term "Issuing Lender" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Japanese Yen": the official legal currency of Japan.

"JPMCB": JPMorgan Chase Bank, N.A.

"Judgment Currency": as defined in subsection 11.15.

"L/C Commitment": the obligation of the Issuing Lender to issue Letters of Credit pursuant to Section 4 with respect to which the resulting L/C Obligations at any one time outstanding shall not exceed $40,000,000.

"L/C Fee Payment Date": the last day of each March, June, September and December and the last day of the Commitment Period.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to subsection 4.5.

"L/C Participants": the collective reference to all the Lenders other than the Issuing Lender.

"Lender Affiliate": (a) any Affiliate of any Lender, (b) any Person that is administered or managed by any Lender and that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and (c) with respect to any Lender which is a fund that invests in commercial loans and similar extensions of credit, any other fund that invests in commercial loans and similar extensions of credit and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such Lender or investment advisor.

"Lenders": as defined in the preamble hereto, and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption (as defined in subsection 11.6), other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Approved Fund.

[**] - Confidential or proprietary information redacted.

"Letters of Credit": as defined in subsection 4.1(a).

"LIBOR Loans": Revolving Credit Loans with respect to which the rate of interest is based upon the Adjusted LIBO Rate.

"LIBO Rate": with respect to each day during each Interest Period pertaining to a LIBOR Loan denominated in Dollars or any Available Foreign Currency (other than Pounds Sterling), the rate per annum determined by the Administrative Agent to be the offered rate for deposits in the currency in which such LIBOR Loan is denominated with a term comparable to such Interest Period that appears on the applicable Reuters screen (or on any successor or substitute page or service, or any successor to or substitute for such page or service, providing rate quotations comparable to those currently provided on such page or service, as reasonably determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in the currency in which such LIBOR Loan is denominated in the London interbank market) at approximately 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period, or, in the case of Pounds Sterling, 11:00 A.M., London time, on the first day of such Interest Period; provided, however, that if at any time for any reason such offered rate for any such currency shall not be available, "LIBO Rate" shall mean, with respect to each day during each Interest Period pertaining to a LIBOR Loan denominated in Dollars or any Available Foreign Currency (other than Pounds Sterling), the rate per annum reasonably determined by the Administrative Agent as the rate of interest at which deposits in the relevant currency for delivery on the first day of such Interest Period in same day funds in the amount of $5,000,000 and with a term equivalent to such Interest Period would be offered by JPMCB's London branch or London Affiliate to major banks in the London interbank market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period or, in the case of Pounds Sterling, at approximately 11:00 a.m. (London time) on the first day of such Interest Period**.** The determination of the LIBO Rate by the Administrative Agent shall be conclusive in the absence of manifest error.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

"Loan": any Revolving Credit Loan, extension of credit under or pursuant to Section 4, or Swingline Loan, as the case may be.

"Loan Documents": this Agreement, any Notes, the Administrative Agent/Sole Lead Arranger Fee Letter (as defined in subsection 2.5(c)), each Application, any Guarantee executed and delivered pursuant to subsection 7.12 and all other instruments and documents heretofore or hereafter executed or delivered to or in favor of any Lender or the Administrative Agent in connection with the Loans made and transactions contemplated by this Agreement.

[**] - Confidential or proprietary information redacted.

"London Business Day": any day on which banks in London are open for general banking business, including dealings in foreign currency and exchange.

"Majority Lenders": (a) at any time prior to the termination of the Revolving Credit Commitments, Lenders whose Revolving Credit Commitment Percentages aggregate more than 50%; and (b) notwithstanding the foregoing, for purposes of declaring the Loans to be due and payable pursuant to Section 9, and at any time after the termination of the Revolving Credit Commitments, Lenders whose Aggregate Revolving Credit Outstandings aggregate more than 50% of the Aggregate Revolving Credit Outstandings of all Lenders.

"Mandatory Cost": as provided in Exhibit L.

"Material Adverse Effect": a material adverse effect on (i) the business, assets, property or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, or (ii) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Administrative Agent and the Lenders thereunder, provided that events, developments or circumstances ("Changes") (including general economic or political conditions) generally affecting the Borrower's industry which are not reasonably likely to have a material adverse effect on (x) the business, assets, property or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, or (y) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Administrative Agent or Lenders thereunder, will not be deemed Changes for purposes of determining whether a Material Adverse Effect shall have occurred.

"Material Indebtedness": Indebtedness (other than the Loans and Letters of Credit) of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding $50,000,000.

"Multicurrency Commitment": as to any Lender, the obligation of such Lender to make Multicurrency Loans to the Borrower hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I under the heading "Multicurrency Commitment," and that such amount may be modified from time to time in accordance with the provisions of this Agreement.

"Multicurrency Commitment Percentage": as to any Lender at any time, the percentage which such Lender's Multicurrency Commitment at such time constitutes of the Aggregate Multicurrency Commitments at such time.

"Multicurrency Loans": Revolving Credit Loans made in Available Foreign Currencies.

"Multiemployer Plan": a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

[**] - Confidential or proprietary information redacted.

"1998 Noteholders": any Person who holds notes of the Company issued pursuant to the Note Purchase Agreements on or about September 25, 1998 (of any successor thereof).

"1999 Noteholders": any Person who holds notes of the Company issued pursuant to the Note Purchase Agreements on or about June 30, 1999 (of any successor thereof).

"Non-Excluded Taxes": as defined in subsection 3.10.

"Notes": the collective reference to any Revolving Credit Notes and any Swingline Notes.

"Note Purchase Agreements": those certain Note Purchase Agreements dated as of June 30, 1999 and September 25, 1998, respectively, as amended, between the Borrower and the various note holders party thereto.

"Obligations": collectively, the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower under this Agreement and the other Loan Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in this Agreement or any other applicable Loan Document after the maturity of the Loans and interest accruing at the then applicable rate provided in this Agreement or any other applicable Loan Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Notes, the other Loan Documents, Swap Agreements entered into with Lenders or their Affiliates or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of this Agreement or any other Loan Document).

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Participant": as defined in subsection 11.6(c).

"PBGC": the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

[**] - Confidential or proprietary information redacted.

"Person": an individual, partnership, corporation, business trust, limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any "employee pension benefit plan," as such term is defined in Section 3(2) of ERISA and which is subject to Title IV of ERISA and/or Section 412 of the Code, other than a Multiemployer Plan, and in respect of which the Borrower or an ERISA Affiliate is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA or to which the Borrower or an ERISA Affiliate contributes or has an obligation to contribute.

"Prime Rate": as defined in the definition of "ABR" in this subsection 1.1.

"Receivables": any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

"Receivables Subsidiary": any special purpose, bankruptcy-remote Subsidiary that purchases Receivables generated by the Borrower or any of its Subsidiaries.

"Receivables Transaction": any transaction or series of transactions providing for the financing of Receivables of the Borrower or any of its Subsidiaries, involving one or more sales, contributions or other conveyances by the Borrower or any of its Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Borrower or any of its Subsidiaries, (ii) involve recourse to the Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Borrower and its Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

"Refunded Swingline Loans": as defined in subsection 2.4.

"Refunding Date": as defined in subsection 2.4.

"Register": as defined in subsection 11.6(b).

[**] - Confidential or proprietary information redacted.

"Reimbursement Obligation": the obligation of the Borrower to reimburse the Issuing Lender pursuant to subsection 4.5(a) for amounts drawn under Letters of Credit.

"Related Parties": with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, and agents of such Person or such Person's Affiliates.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer": with respect to any Person, the chief executive officer and the president of such Person as well as, in the case of the Borrower, the Vice President, the Senior Vice President and General Counsel, the Chief Financial Officer and the Treasurer, and in the case of any Guarantor (if any), a duly elected Vice President of such Guarantor (if any), or, with respect to financial matters, the chief financial officer and the treasurer of such Person.

"Revolving Credit Commitment": as to any Lender, the obligation of such Lender to make Revolving Credit Loans to the Borrower and to acquire participations in Letters of Credit and Swingline Loans hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I under the heading "Revolving Credit Commitment," as such amount may be modified from time to time in accordance with the provisions of this Agreement.

"Revolving Credit Commitment Percentage": as to any Lender at any time, the percentage which such Lender's Revolving Credit Commitment at such time constitutes of the Aggregate Revolving Credit Commitments at such time (or, if the Revolving Credit Commitments have terminated or expired, the percentage which (a) the Aggregate Revolving Credit Outstandings of such Lender at such time then constitutes of (b) the Aggregate Revolving Credit Outstandings of all Lenders at such time).

"Revolving Credit Loans": as defined in subsection 2.1.

"Revolving Credit Note": as defined in subsection 3.13(d).

"Revolving Lender": each Lender that has a Revolving Credit Commitment hereunder or that holds Revolving Credit Loans.

"Significant Subsidiary":

[**] - Confidential or proprietary information redacted.

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, "domestic") wholly-owned Subsidiary or other entity formed or acquired by the Borrower or any direct or indirect Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic "Consolidated Total Assets," valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(b) each domestic Subsidiary or entity (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Borrower or any Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Subsidiary if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic "Consolidated Total Assets," valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter.

"Signing Date": the date on which the Lenders have signed this Agreement.

"Single Employer Plan": any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"Sole Bookrunner": as defined in the preamble hereto.

"Spot Rate": for a currency means the rate quoted by JPMCB as the spot rate for the purchase by JPMCB of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m., New York time, on the date two Business Days prior to the date on which the foreign exchange transaction is made.

"Subsidiary": as to any Person ("parent"), a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Stock": with respect to any Person, the Equity Interests of any Subsidiary of such Person.

"Swap Agreement": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a Swap Agreement.

[**] - Confidential or proprietary information redacted.

"Swingline Commitment": the obligation of the Swingline Lender to make Swingline Loans pursuant to subsection 2.3 in an aggregate principal amount at any one time outstanding not to exceed $15,000,000.

"Swingline Lender": JPMCB, in its capacity as the lender of Swingline Loans.

"Swingline Loans": as defined in subsection 2.3.

"Swingline Note": as defined in subsection 3.13(e).

"Swingline Participation Amount": as defined in subsection 2.4(c).

"Swiss Francs": the lawful currency of Switzerland.

"Target Operating Day": any day that is not (a) a Saturday or Sunday, (b) Christmas Day or New Year's Day or (c) any other day on which the Trans-European Real-time Gross Settlement Operating System (or any successor settlement system) is not operating (as determined in good faith by the Administrative Agent).

"Taxes": any and all taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by any jurisdiction or by any political subdivision or taxing authority thereon or therein and all interest penalties or similar liabilities with respect thereto.

"Termination Date": (a) September 5, 2013, or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms hereof.

"Transferee": as defined in subsection 11.6(e).

"Type": as to any Revolving Credit Loan, its nature as an ABR Loan or a LIBOR Loan; as to any Swingline Loan, its nature as an ABR Loan or a Fed Funds Loan.

"Utilization Fee Rate": 0.10% per annum.

1.2 Other Definitional Provisions

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes or any other Loan Documents delivered pursuant hereto.

(b) As used herein or in any of the other Loan Documents, accounting terms relating to the Borrower and its Subsidiaries not defined in subsection 1.1, and accounting terms partly defined in subsection 1.1, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Borrower shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Majority Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Majority Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Borrower in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007 prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change.

[**] - Confidential or proprietary information redacted.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.” Each reference to “basis points” or “bps” shall be interpreted in accordance with the convention that 100 bps = 1.0%.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3 Rounding

Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

[**] - Confidential or proprietary information redacted.

1.4 References to Agreements and Laws

Unless otherwise expressly provided herein, (a) references to agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Revolving Credit Commitments

(a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans ("Revolving Credit Loans") in Dollars or in any Available Foreign Currency to the Borrower from time to time during the Commitment Period so long as after giving effect thereto (i) the Available Revolving Credit Commitment of each Lender is greater than or equal to zero, (ii) the Aggregate Revolving Credit Outstandings of all Lenders do not exceed the Aggregate Revolving Credit Commitments and (iii) the Aggregate Multicurrency Outstandings of all Lenders do not exceed the Aggregate Multicurrency Commitments. All Revolving Credit Loans shall be made by the Lenders on a pro-rata basis in accordance with their respective Revolving Credit Commitment Percentages. During the Commitment Period, the Borrower may use the Revolving Credit Commitments by borrowing, prepaying the Revolving Credit Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. Any Lender may cause its Multicurrency Loans to be made by any branch, affiliate or international banking facility of such Lender, provided, that such Lender shall remain responsible for all of its obligations hereunder and no additional taxes, costs or other burdens shall be imposed upon the Borrower or the Administrative Agent as a result thereof.

(b) The Revolving Credit Loans may from time to time be (i) LIBOR Loans, (ii) ABR Loans or (iii) a combination thereof, as determined by the Borrower and notified to the Administrative Agent in accordance with subsections 2.2 and 3.2, provided that (x) each Multicurrency Loan shall be a LIBOR Loan and (y) no Revolving Credit Loan shall be made as a LIBOR Loan after the day that is one month prior to the Termination Date.

2.2 Procedure for Revolving Credit Borrowing

(a) The Borrower may request a Revolving Credit Loan during the Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice prior to 10:00 A.M., New York City time, (a) three Business Days prior to the requested Borrowing Date, if all or any part of the requested Revolving Credit Loans are to be LIBOR Loans in Dollars, (b) four Business Days prior to the requested Borrowing Date, if all or any part of the requested Revolving Credit Loans are to be LIBOR Loans in Available Foreign Currencies, or (c) on the requested Borrowing Date, with respect to ABR Loans. Each such borrowing request may be given (i) in the case of a Loan other than a Multicurrency Loan, by telephone or by delivery of a written borrowing request and (ii) in the case of a Multicurrency Loan, by delivery of a written borrowing request. Any such written borrowing request shall be substantially in the form of Exhibit A, duly completed and executed by the Borrower. Any such telephonic borrowing request shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written borrowing request which shall be substantially in the form of Exhibit A, duly completed and executed by the Borrower.

[**] - Confidential or proprietary information redacted.

(b) Each Borrowing request shall specify (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be comprised of LIBOR Loans, ABR Loans or a combination thereof, (iv) if the borrowing is to be entirely or partly comprised of LIBOR Loans, the amount of such LIBOR Loan and the length of the initial Interest Period therefor, (v) if the borrowing is to be entirely or partly comprised of Multicurrency Loans, the requested Available Foreign Currency and the amount of such borrowing, and (vi) the account into which the amount is to be paid.

(c) Each borrowing under the Revolving Credit Commitments (other than a borrowing under subsection 2.4 and 4.2) shall be in an amount equal to (x) in the case of ABR Loans, $5,000,000 or a whole multiple of $1,000,000 in excess thereof (or, if the Aggregate Available Revolving Credit Commitments are less than $1,000,000, such lesser amount) and (y) in the case of LIBOR Loans, $5,000,000 or a whole multiple of $1,000,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Prior to (a) 11:00 A.M. New York City time in the case of LIBOR Loans denominated in Dollars, (b) 12:00 Noon London time in the case of LIBOR Loans denominated in Available Foreign Currencies and (c) 12:00 Noon New York City time in the case of ABR Loans, on the Borrowing Date requested by the Borrower in accordance with the provisions hereof, each Lender will make an amount equal to its Funding Commitment Percentage of the principal amount of the Revolving Credit Loans requested to be made on such Borrowing Date available to the Administrative Agent for the account of the Borrower at the New York office of the Administrative Agent specified in subsection 11.2 (or such other funding office or bank as specified from time to time by the Administrative Agent by notice to the Borrower and the Lenders) in funds immediately available (in the relevant Available Foreign Currency for Multicurrency Loans), to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

2.3 Swingline Commitment

Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower under the Revolving Credit Commitments from time to time during the Commitment Period by making swingline Loans ("Swingline Loans") in Dollars to the Borrower so long as after giving effect thereto (i) the Aggregate Swingline Outstandings shall not exceed the Swingline Commitment and (ii) the Aggregate Revolving Credit Outstandings of all Lenders shall not exceed the Aggregate Revolving Credit Commitments; provided that a Swingline Loan may not be used to refinance an outstanding Swingline Loan. During the Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. The Borrower shall repay each Swingline Loan within thirty (30) Business Days of the Borrowing Date of such Swingline Loan. All repayments under this Agreement on account of Swingline Loans shall be made in Dollars in immediately available funds to the Swingline Lender for its own account not later than 1:00 p.m. New York City time on the date any such payment is due to the office of JPMCB specified in subsection 11.2.

[**] - Confidential or proprietary information redacted.

2.4 Procedure for Swingline Borrowing; Refunding of Swingline Loans

(a) Whenever the Borrower desires that the Swingline Lender make a Swingline Loan, it shall give the Swingline Lender irrevocable telephonic notice, which telephonic notice must be received by the Swingline Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date, specifying (i) the amount to be borrowed, (ii) whether the borrowing is to be comprised of Fed Funds Loans or ABR Loans and (iii) the requested Borrowing Date (which shall be a Business Day during the Commitment Period). Each such telephonic borrowing request shall be confirmed promptly by hand delivery or telecopy to the Swingline Lender of a written borrowing request which shall be substantially in the form of Exhibit B, duly completed and executed by the Borrower. Each borrowing under the Swingline Commitment shall be in an amount equal to $500,000 or a whole multiple of $100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent for the account of the Borrower at the New York office of the Administrative Agent specified in subsection 11.2 an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower with the Administrative Agent on such Borrowing Date in immediately available funds. The Administrative Agent shall give the other Lenders prompt notice of each extension by the Swingline Lender of a Swingline Loan.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swingline Lender to act on its behalf), on one Business Day's notice given by the Swingline Lender to the Lenders (with a copy to the Borrower) no later than 12:00 Noon, New York City time, request each Lender (including the Swingline Lender in its capacity as a Lender having a Revolving Credit Commitment) to make, and each Lender hereby agrees to make, an ABR Loan, in an amount equal to such Lender's Revolving Credit Commitment Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lender. Each Lender shall make the amount of such ABR Loan available to the Administrative Agent at the New York office of the Administrative Agent specified in subsection 11.2 in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such ABR Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans. The Borrower irrevocably authorizes the Swingline Lender to charge the Borrower's accounts with the Administrative Agent (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Lenders are not sufficient to repay in full such Refunded Swingline Loans if such deficiency is not otherwise reimbursed by the Borrower on the Business Day following a written request for such reimbursement to the Borrower by the Swingline Lender (without prejudice to any rights Borrower may have against any such Lender which did not provide its pro rata portion to repay in full such Refunded Swingline Loans). If such amount is not in fact made available to the Administrative Agent by any Lender, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with accrued interest thereon for each day from the date such amount is required to be paid, at the Federal Funds Effective Rate. If such Lender does not pay such amount as provided above, and until such time as such Lender makes the required payment, the Swingline Lender shall be deemed to continue to have outstanding Swingline Loans in the amount of such unpaid participation obligation for all purposes of the Loan Documents other than those provisions requiring the other Lenders to purchase a participation therein, and all amounts paid or payable by the Borrower on account of Swingline Loans which would otherwise comprise such Lender's Swingline Participation Amount (had such Lender purchased and funded its participation therein) shall continue to be for the sole account of the Swingline Lender. Further, such Lender shall be deemed to have assigned any and all payments made of principal and interest on its Revolving Credit Loans, amounts due with respect to any Letters of Credit (or its participation interests therein) and any other amounts due to it hereunder to the Swingline Lender to fund ABR Loans in the amount of the participation in Swingline Loans that such Lender failed to purchase and fund pursuant to this subsection 2.4(b), until such amount has been purchased and funded.

[**] - Confidential or proprietary information redacted.

(c) If, prior to the time an ABR Loan would have otherwise been made pursuant to subsection 2.4(b), one of the events described in subsections 9(f) or (g) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, ABR Loans may not be made as contemplated by subsection 2.4(b), each Lender shall, on the date such ABR Loan was to have been made pursuant to the notice referred to in subsection 2.4(b) (the "Refunding Date"), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Lender's Revolving Credit Commitment Percentage times (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such ABR Loans, and upon the purchase of any such participating interest the then outstanding Swingline Loans shall bear interest at the rate then applicable to ABR Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Lender such Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

[**] - Confidential or proprietary information redacted.

(e) Each Lender's obligation to make the Loans referred to in subsection 2.4(b) and to purchase participating interests pursuant to subsection 2.4(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 6; (iii) any adverse change in the condition (financial or otherwise) of the Borrower; (iv) any breach of this Agreement or any other Loan Document by the Borrower or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.5 Fees

(a) Commitment Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee for the period from and including the Fee Commencement Date to the Termination Date, computed at the Commitment Fee Rate on the average daily amount of the Revolving Credit Commitment of such Lender (regardless of usage) during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Termination Date, commencing on the first of such dates to occur after the date hereof.

(b) Utilization Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a utilization fee for each Excess Utilization Day during the period from and including the Fee Commencement Date to the Termination Date, computed at the Utilization Fee Rate on the average daily amount of the Aggregate Revolving Credit Outstandings of such Lender for each Excess Utilization Day during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Termination Date, commencing on the first of such dates to occur after the date hereof.

(c) Arrangement and Agency Fees. The Borrower shall pay an arrangement fee to the Sole Lead Arranger for the Sole Lead Arranger's own account, and shall pay an agency fee to the Administrative Agent for the Administrative Agent's own account, in the amounts and at the times specified in the letter agreement, dated July 30, 2008 (the "Administrative Agent/Sole Lead Arranger Fee Letter"), between the Borrower, the Sole Lead Arranger and the Administrative Agent. Such fees shall be fully earned when paid and shall be nonrefundable for any reason whatsoever.

[**] - Confidential or proprietary information redacted.

2.6 Termination or Reduction of Commitments

The Borrower shall have the right, upon not less than five Business Days' notice to the Administrative Agent, to terminate the Aggregate Revolving Credit Commitments or, from time to time, to reduce the amount of the Aggregate Revolving Credit Commitments; provided that no such termination or reduction shall be permitted if, after giving effect thereto and to any prepayments of the Loans made on the effective date thereof, either (a) the Aggregate Available Revolving Credit Commitments would not be greater than or equal to zero or (b) the Available Revolving Credit Commitments of any Lender would not be greater than or equal to zero. Any such reduction shall be in an amount equal to $5,000,000 or if greater, a whole multiple of $1,000,000 in excess thereof, and shall reduce permanently the Aggregate Revolving Credit Commitments then in effect. The Administrative Agent shall give each Lender prompt notice of any notice received from the Borrower pursuant to this subsection 2.6. Simultaneously with any such reduction, a pro-rata reduction in the Aggregate Multicurrency Commitments and the Swingline Commitment shall be deemed to have occurred.

2.7 Increase in Commitments

(a) The Borrower may at any time propose that the Aggregate Revolving Credit Commitments hereunder be increased (each such proposed increase being a "Commitment Increase"), by notice to the Administrative Agent specifying the existing Lender(s) (the "Increasing Lender(s)") and/or the additional lenders (the "Assuming Lender(s)") that will be providing the additional Commitment(s) and the date on which such increase is to be effective (the "Commitment Increase Date"), which shall be a Business Day at least three Business Days after delivery of such notice and prior to the Termination Date; provided that:

(i) the minimum aggregate amount of each proposed Commitment Increase shall be $5,000,000 in the case of an Assuming Lender or an Increasing Lender;

(ii) immediately after giving effect to such Commitment Increase, the Aggregate Revolving Credit Commitments hereunder shall not exceed $500,000,000;

(iii) no Event of Default shall have occurred and be continuing on such Commitment Increase Date or shall result from the proposed Commitment Increase; and

(iv) the representations and warranties contained in Section 5 and in the other Loan Documents shall be true correct in all material respects on and as of the Commitment Increase Date as if made on and as of such date (or, if any such representation and warranty is expressly stated to have been made as of a specific date, as of such specific date).

(b) Any Assuming Lender shall become a Lender hereunder as of such Commitment Increase Date and the Commitment of any Increasing Lender and any such Assuming Lender shall be increased as of such Commitment Increase Date; provided that:

[**] - Confidential or proprietary information redacted.

(i) the Administrative Agent shall have received on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date a certificate of a duly authorized officer of the Borrower stating that each of the applicable conditions to such Commitment Increase set forth in clause (a) of this subsection has been satisfied;

(ii) with respect to each Assuming Lender, the Administrative Agent shall have received, on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date, an assumption agreement in substantially the form of Exhibit C (an "Assumption Agreement") duly executed by such Assuming Lender and the Borrower and acknowledged by the Administrative Agent; and

(iii) each Increasing Lender shall have delivered to the Administrative Agent, on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date, confirmation in writing satisfactory to the Administrative Agent as to its increased Commitment, with a copy of such confirmation to the Borrower.

(c) Upon its receipt of confirmation from a Lender that it is increasing its Commitment hereunder, together with the certificate referred to in clause (b)(i) above, the Administrative Agent shall (A) record the information contained therein in the Register and (B) give prompt notice thereof to the Borrower; provided that absent such Lender's confirmation of such a Commitment Increase as aforesaid, such Lender will be under no obligation to increase its Commitment hereunder. Upon its receipt of an Assumption Agreement executed by an Assuming Lender, together with the certificate referred to in clause (b)(i) above, the Administrative Agent shall, if such Assumption Agreement has been completed and is in substantially the form of Exhibit C, (x) accept such Assumption Agreement, (y) record the information contained therein in the Register and (z) give prompt notice thereof to the Borrower.

(d) In the event that the Administrative Agent shall have received notice from the Borrower as to any agreement with respect to a Commitment Increase on or prior to the relevant Commitment Increase Date and the actions provided for in clause (b) above shall have occurred by 9:00 a.m., New York City time, on such Commitment Increase Date, the Administrative Agent shall notify the Lenders (including any Assuming Lenders) of the occurrence of such Commitment Increase promptly on such date by facsimile transmission or electronic messaging system. On the date of such Commitment Increase, the Borrower shall (i) prepay the outstanding Revolving Credit Loans (if any) in full, (ii) simultaneously borrow new Revolving Credit Loans hereunder in an amount equal to such prepayment, so that, after giving effect thereto, the Revolving Credit Loans are held ratably by the Lenders in accordance with the respective Revolving Credit Commitments of such Lenders (after giving effect to such Commitment Increase) and (iii) pay to the Lenders the amounts, if any, payable under subsection 3.11.

2.8 Repayment of Revolving Credit Loans

The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender (except as may be otherwise provided in subsection 2.4) the then unpaid principal amount of each Revolving Credit Loan of such Lender on the Termination Date (or such earlier date on which the Revolving Credit Loans become due and payable pursuant to Section 9 or otherwise). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Revolving Credit Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in subsection 3.4.

[**] - Confidential or proprietary information redacted.

SECTION 3. CERTAIN PROVISIONS
APPLICABLE TO THE LOANS

3.1 Optional and Mandatory Prepayments

(a) The Borrower may at any time and from time to time prepay outstanding Revolving Credit Loans or Swingline Loans, in whole or in part, without premium or penalty (other than any amounts payable pursuant to subsection 3.11 if such prepayment is of LIBOR Loans and is made on a day other than the last day of the Interest Period with respect thereto), (i) upon at least four Business Days' irrevocable notice to the Administrative Agent in the case of Revolving Credit Loans and (ii) in the case of Swingline Loans, irrevocable notice to the Administrative Agent by not later than 3:00 P.M., New York City time, on the Business Day immediately preceding the date of prepayment, in each case ((i) and (ii) above) specifying the date and amount of prepayment and whether the prepayment is of LIBOR Loans, ABR Loans, a combination thereof, if of a combination thereof, the amount allocable to each, or of Swingline Loans. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable by the Borrower on the date specified therein. Partial prepayments of Multicurrency Loans shall be in an aggregate principal amount the Dollar Equivalent of which is at least $5,000,000 or an integral multiple of $1,000,000 in excess thereof. Partial prepayments of Revolving Credit Loans denominated in Dollars shall be in an aggregate principal amount of at least $5,000,000 or an integral multiple of $1,000,000 in excess thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount which is at least $100,000 or an integral multiple of $100,000 in excess thereof.

(b) (i) If, at any time during the Commitment Period, for any reason the Aggregate Revolving Credit Outstandings of all Lenders exceed the Aggregate Revolving Credit Commitments then in effect, the Borrower shall, without notice or demand, immediately prepay the Loans in an amount that equals or exceeds the amount of such excess (or, in the case of L/C Obligations after all Loans have been prepaid, cash collateralize such L/C Obligations in accordance with the provisions of subsection 4.8).

(ii) If, at any time during the Commitment Period, for any reason either (A) the Aggregate Multicurrency Outstandings exceed 105% of the Aggregate Multicurrency Commitments, (B) the Aggregate Swingline Outstandings exceeds the Aggregate Swingline Commitment or (C) the L/C Obligations exceed the L/C Commitment, the Borrower shall, without notice or demand, immediately prepay the Multicurrency Loans and/or the Swingline Loans and/or cash collateralize the L/C Obligations in accordance with the provisions of subsection 4.8, as the case may be, in amounts such that any such excess is eliminated.

[**] - Confidential or proprietary information redacted.

(iii) Each prepayment of Loans pursuant to this subsection 3.1(b) shall be accompanied by any amounts payable under subsection 3.11 in connection with such prepayment.

3.2 Conversion and Continuation Options

(a) The Borrower may elect from time to time to convert LIBOR Loans to ABR Loans by giving the Administrative Agent at least two Business Days' prior irrevocable notice of such election. The Borrower may elect from time to time to convert ABR Loans to LIBOR Loans by giving the Administrative Agent at least three Business Days' prior irrevocable notice of such election in the case of LIBOR Loans in Dollars and at least four Business Days' prior irrevocable notice of such election in the case of LIBOR Loans in Available Foreign Currencies. Any such notice of conversion to LIBOR Loans shall specify the length of the initial Interest Period therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. All or any part of outstanding LIBOR Loans and ABR Loans may be converted as provided herein, provided that (i) no Multicurrency Loan may be converted to an ABR Loan, (ii) no Loan may be converted into a LIBOR Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Lenders have determined that such a conversion is not appropriate, (iii) no Loan may be converted into a LIBOR Loan after the date that is one month prior to the Termination Date and (iv) no Loan may be converted from one currency to another currency.

(b) Any LIBOR Loans may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in subsection 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no LIBOR Loan may, except as provided in the following proviso, be continued as such (A) when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Lenders have determined that such a continuation is not appropriate or (B) after the date that is one month prior to the Termination Date, and provided, further, that if the Borrower shall fail to give such notice or if such continuation is not permitted, (x) with respect to any such Loans which are Multicurrency Loans, the Borrower shall be deemed to have specified an Interest Period of one month and (y) all such other Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any notice pursuant to this subsection 3.2(b), the Administrative Agent shall promptly notify each Lender thereof.

3.3 Maximum Number of Tranches

Notwithstanding anything contained herein to the contrary, after giving effect to any Borrowing, unless consented to by the Administrative Agent in its sole discretion, (a) there shall not be more than twelve different Interest Periods in effect in respect of all Revolving Credit Loans at any one time outstanding, and (b) there shall not be more than eight different Multicurrency Loans in respect of all Revolving Credit Loans at any one time outstanding.

[**] - Confidential or proprietary information redacted.

3.4 Interest Rates and Payment Dates

(a) Each LIBOR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Adjusted LIBO Rate determined for such Interest Period plus the Applicable Margin in effect for such day.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR.

(c) Each Multicurrency Loan shall be a LIBOR Loan.

(d) Each Swingline Loan shall bear interest, at the election of the Borrower, at a rate per annum (rounded upwards, if necessary, to the next 1/100 of one percent) equal to (a) the ABR or (b) the sum of the Federal Funds Effective Rate in effect on each applicable day plus the Applicable Margin.

(e) If all or a portion of (i) any principal of any Loan, (ii) any interest payable thereon, (iii) any commitment fee or (iv) any other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), the principal of the Loans and any such overdue interest, commitment fee or other amount shall bear interest at a rate per annum which is (x) in the case of principal, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this subsection plus 2% or (y) in the case of any such overdue interest, commitment fee or other amount, the rate described in paragraph (b) of this subsection plus 2%, in each case from the date of such non-payment until such overdue principal, interest, commitment fee or other amount is paid in full (as well after as before judgment).

(f) Interest pursuant to this subsection shall be payable in arrears on each Interest Payment Date provided that interest accruing pursuant to paragraph (e) of this subsection shall be payable from time to time on demand.

3.5 Computation of Interest and Fees

(a) Whenever (i) interest is calculated on the basis of the Prime Rate or (ii) Multicurrency Loans are denominated in British Pounds Sterling, interest shall be calculated on the basis of a 365 (or 366, as the case may be) day year for the actual days elapsed; and, otherwise, interest and fees shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of an Adjusted LIBO Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements, shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to subsection 3.4(a), (b) or (c).

[**] - Confidential or proprietary information redacted.

3.6 Inability to Determine Interest Rate

If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined in good faith (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Lenders that the Adjusted LIBO Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as given in good faith and conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period, the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter. If such notice is given, (w) any LIBOR Loans (excluding Multicurrency Loans) requested to be made on the first day of such Interest Period shall be made as ABR Loans, provided, that, notwithstanding the provisions of subsection 2.2, the Borrower may cancel the request for such LIBOR Loan (including Multicurrency Loans) by written notice to the Administrative Agent one Business Day prior to the first day of such Interest Period and the Borrower shall not be subject to any liability pursuant to subsection 3.11 with respect to such cancelled request, (x) any Loans that were to have been converted on the first day of such Interest Period to LIBOR Loans (excluding Multicurrency Loans) shall be continued as ABR Loans, and (y) any outstanding LIBOR Loans (excluding Multicurrency Loans) shall be converted, on the first day of such Interest Period, to ABR Loans, and (z) any Multicurrency Loans to which such Interest Period relates shall be repaid on the first day of such Interest Period. Until such notice has been withdrawn by the Administrative Agent, no further LIBOR Loans shall be made or continued as such, nor shall the Borrower have the right to convert ABR Loans to LIBOR Loans.

3.7 Pro Rata Treatment and Payments

(a) Except to the extent provided elsewhere in this Agreement to the contrary, each payment of principal or interest in respect of the Loans shall be made pro rata according to the amounts then due and owing to the respective Lenders.

(b) Each Borrowing by the Borrower of Revolving Credit Loans from the Lenders hereunder shall be made pro rata according to the Funding Commitment Percentages of the Lenders in effect on the date of such Borrowing. Each payment by the Borrower on account of any commitment fee hereunder and any reduction of the Revolving Credit Commitments of the Lenders shall be allocated by the Administrative Agent among the Lenders pro rata according to the Revolving Credit Commitment Percentages of the Lenders. Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Credit Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Credit Loans then due and owing to the Lenders. All payments (including prepayments) to be made by the Borrower hereunder in respect of amounts denominated in Dollars, whether on account of principal, interest, fees or otherwise, shall be made without set off or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Administrative Agent's office specified in subsection 11.2, in Dollars and in immediately available funds. All payments (including prepayments) to be made by the Borrower hereunder with respect to principal and interest on Multicurrency Loans shall be made without set off or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof, to the Administrative Agent, for the account of the Lenders, at the Administrative Agent's office specified in subsection 11.2, in the Available Foreign Currency with respect to which such Multicurrency Loan is denominated and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a LIBOR Loan becomes due and payable on a day other than a Business Day, the maturity of such payment shall be extended to the next succeeding Business Day (and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension) unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

[**] - Confidential or proprietary information redacted.

(c) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to (i) the daily average of the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation (in the case of a borrowing of Revolving Credit Loans denominated in Dollars) and (ii) the greater of (A) the daily average of the greater of (1) the Federal Funds Effective Rate and (2) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation or (B) the Administrative Agent's reasonable estimate of its average daily cost of funds (in the case of a borrowing of Multicurrency Loans), in each case for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this subsection shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon equal to (x) the rate per annum applicable to ABR Loans hereunder (in the case of a borrowing of Revolving Credit Loans denominated in Dollars) and (y) the greater of (1) the rate per annum applicable to ABR Loans hereunder or (2) the Administrative Agent's reasonable estimate of its average daily cost of funds plus the Applicable Margin applicable to Multicurrency Loans (in the case of a borrowing of Multicurrency Loans), on demand, from the Borrower (without prejudice to any rights Borrower may have against any such Lender).

[**] - Confidential or proprietary information redacted.

3.8 Illegality

Notwithstanding any other provision herein, if any Lender determines that the adoption of or any change in any Requirement of Law or any change in the interpretation or application thereof after the date hereof shall make it unlawful for such Lender to make or maintain LIBOR Loans or Multicurrency Loans as contemplated by this Agreement, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (a) the commitment of such Lender hereunder to make LIBOR Loans or Multicurrency Loans, continue LIBOR Loans or Multicurrency Loans as such and convert ABR Loans to LIBOR Loans shall forthwith be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exists (which notification shall be promptly given to Borrower after the Administrative Agent receives actual knowledge thereof), (b) such Lender's Loans then outstanding as LIBOR Loans (excluding Multicurrency Loans), if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law and (c) such Lender's Multicurrency Loans shall be prepaid on the last day of the then current Interest Period with respect thereto or within such earlier period as required by law. If any such conversion or prepayment of a LIBOR Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to subsection 3.11.

3.9 Requirements of Law

(a) If the adoption of or any change in any Requirement of Law or any change in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any tax of any kind whatsoever with respect to this Agreement, any Note, any Letter of Credit, any Application, any LIBOR Loan, or any Multicurrency Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Non-Excluded Taxes covered by subsection 3.10 and changes in the rate of tax on the overall net income or franchise taxes (in lieu of net income taxes) of such Lender imposed by the jurisdiction where such Lender's principal or lending office is located);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender which is not otherwise included in the determination of the Adjusted LIBO Rate; or

(iii) shall impose on such Lender any other condition;

[**] - Confidential or proprietary information redacted.

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender deems to be material, of making, converting into, continuing or maintaining LIBOR Loans or Multicurrency Loans, or issuing or participating in Letters of Credit or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduced amount receivable.

(b) If any Lender shall have determined that after the date hereof the adoption of or any change in any Requirement of Law regarding capital adequacy or any change in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, the Borrower shall promptly pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) If any Lender becomes entitled to claim any additional amounts pursuant to this subsection, it shall notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled; provided that if such Lender fails to notify the Borrower that such Lender intends to claim any such reimbursement or compensation within 120 days after such Lender has knowledge of its claim therefor, the Borrower shall not be obligated to compensate such Lender for the amount of such Lender's claim accruing prior to the date which is 120 days before the date on which such Lender first notifies the Borrower that it intends to make such claim; it being understood that the calculation of the actual amounts may not be practicable within such period and such Lender may provide such calculation as soon as reasonably practicable thereafter without affecting or limiting the Borrower's payment obligations hereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder.

3.10 Taxes

(a) All payments made by or on account of any obligation of the Borrower under any Loan Document (including, for the avoidance of doubt, any such payment made by the Administrative Agent on behalf of the Borrower) shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority (including any interest, addition to tax or penalties applicable thereto), excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, any Loan Document). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder or under any other Loan Document, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in such Loan Document, provided, however, that the Borrower shall not be required to increase any such amounts payable to any Foreign Lender, or indemnify any Foreign Lender pursuant to the penultimate sentence of this section 3.10(a) for any amounts of tax, that (i) are attributable to such Foreign Lender's failure to comply with the requirements of section 3.10(b) or (ii) are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a Party to this Agreement or changes lending offices, except to the extent such Lender's assignor (if any) was entitled at the time of assignment, or such Lender was entitled at the time of the change in lending office, to receive additional amounts from the Borrower pursuant to this Section 3.10(a). Whenever any Non-Excluded Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law. If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Administrative Agent and the Lenders for such amounts, any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder.

[**] - Confidential or proprietary information redacted.

(b) Any Foreign Lender that is entitled to an exemption from or reduction of any applicable withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the relevant Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Foreign Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, in the case of any withholding tax other than the U.S. federal withholding tax, the completion, execution and submission of such forms shall not be required if in the Foreign Lender's judgment such completion, execution or submission would subject such Foreign Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Foreign Lender.

[**] - Confidential or proprietary information redacted.

Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower, any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent), the applicable form as set out in Exhibits K-1 through K-4 together with whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the Form of Exhibit D to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of section 881(c)(3)(B) of the Code, (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (D) the interest payments in question are not effectively connected with the United States trade or business conducted by such Lender (a "U.S. Tax Compliance Certificate") and (y) duly completed copies of Internal Revenue Service Form W-8BEN,

(iv) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), an Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, U.S. Tax Compliance Certificate, Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if the Foreign Lender is a partnership (and not a participating Lender) and one or more beneficial owners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of each such beneficial owner, or

(v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower to determine the withholding or deduction required to be made.

[**] - Confidential or proprietary information redacted.

Each Lender agrees that if any form or certification it previously delivered by it expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower and the Administrative Agent in writing of its legal inability to do so.

(c) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's reasonable judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(d) Each Lender shall indemnify the Administrative Agent within 10 days after demand therefor, for the full amount of any Taxes attributable to such Lender that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) If any Lender or the Administrative Agent determines, in its sole discretion that it has received a refund or credit in respect of any amounts paid by the Borrower pursuant to this section 3.10, which refund or credit in the sole good faith judgment of such Lender or Administrative Agent is allocable to such payment, it shall notify the Borrower of such refund or credit and shall, within 20 days after receipt, repay such refund or credit to the Borrower (but only to the extent of amounts paid by the Borrower pursuant to this Section 3.10) net of all out-of-pocket expenses of such Lender or the Administrative Agent and without interest; provided, however, that the Borrower, upon the request of such Lender or the Administrative Agent, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender or the Administrative Agent in the event such Lender or the Administrative Agent is required to repay such refund or credit. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(f) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

3.11 Break Funding Payments

The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur, including, to the extent any of the Loans are denominated in any Available Foreign Currency, the losses and expenses of such Lender attributable to the premature unwinding of any Hedging Agreement entered into by such Lender in respect of the foreign currency exposure attributable to such Loan, as a consequence of (a) default by the Borrower in making a conversion into or continuation of LIBOR Loans, after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or any other Loan Document, or (c) the making of a prepayment of LIBOR Loans, or the conversion of LIBOR Loans to ABR Loans, on a day which is not the last day of an Interest Period with respect thereto or (d) any assignment as a result of a request by the Borrower pursuant to subsection 3.12 of any LIBOR Loan. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid or converted, or not so borrowed, prepaid, converted or continued, for the period from the date of such prepayment or conversion or of such failure to borrow, prepay, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) at the applicable rate of interest for such Loans provided for herein over (ii) the amount of interest (as reasonably determined by such Lender) which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. This covenant shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error.

[**] - Confidential or proprietary information redacted.

3.12 Change of Lending Office; Removal of Lender

Each Lender agrees that if it makes any demand for payment under subsection 3.9 or 3.10(a), or if any adoption or change of the type described in subsection 3.8 shall occur with respect to it, (i) it will use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions and so long as such efforts would not be disadvantageous to it, as determined in its sole discretion) to designate a different lending office if the making of such a designation would reduce or obviate the need for the Borrower to make payments under subsection 3.9 or 3.10(a), or would eliminate or reduce the effect of any adoption or change described in subsection 3.8 or (ii) it will, upon at least five Business Days' notice from the Borrower to such Lender and the Administrative Agent, assign, pursuant to and in accordance with the provisions of subsection 11.6, to one or more Assignees designated by the Borrower all, but not less than all, of such Lender's rights and obligations hereunder, without recourse to or warranty by, or expense to, such Lender, for a purchase price equal to the outstanding principal amount of each Revolving Credit Loan then owing to such Lender plus any accrued but unpaid interest thereon and any accrued but unpaid commitment fees and utilization fees owing thereto and, in addition, all additional costs and reimbursements, expense reimbursements and indemnities, if any, owing in respect of such Lender's Commitment hereunder at such time (including any amount that would be payable under subsection 3.11 if such assignment were, instead, a prepayment in full of all amounts owing to such Lender and also including all amounts then payable to such Lender pursuant to subsections 3.9 and/or 3.10) shall be paid to such Lender.

[**] - Confidential or proprietary information redacted.

3.13 Evidence of Debt

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent shall maintain the Register pursuant to subsection 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) in the case of Revolving Credit Loans and Swingline Loans, the amount of each Revolving Credit Loan or Swingline Loan made hereunder, the Type thereof and each Interest Period applicable thereto, (ii) in the case of Multicurrency Loans, the amount and currency of each Multicurrency Loans and each Interest Period applicable thereto, (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iv) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries made in the Register and the accounts of each Lender maintained pursuant to subsection 3.13(a) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to such Borrower by such Lender in accordance with the terms of this Agreement.

(d) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing the Revolving Credit Loans of such Lender, substantially in the form of Exhibit E with appropriate insertions as to date and principal amount (a "Revolving Credit Note").

(e) The Borrower agrees that, upon the request of the Swingline Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing the Swingline Loans of such Lender, substantially in the form of Exhibit F with appropriate insertions (a "Swingline Note").

[**] - Confidential or proprietary information redacted.

SECTION 4. LETTERS OF CREDIT

4.1 L/C Commitment

(a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Lenders set forth in subsection 4.4(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of the Borrower on any Business Day during the Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the Aggregate Revolving Credit Outstandings would exceed the Aggregate Revolving Credit Commitments. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the date that is one Business Day prior to the Termination Date. The Existing Letters of Credit will be deemed Letters of Credit issued on the Closing Date for all purposes hereunder.

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

4.2 Procedure for Issuance of Letter of Credit

The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may reasonably request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures, provided that if the Borrower furnishes to the Issuing Lender all of the foregoing documentation by no later than 12:00 P.M. on the day which is at least two Business Days prior to the proposed date of issuance, such issuance shall occur by no later than 5:00 P.M. on the proposed date of issuance. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof and shall deliver the original thereof in accordance with the relevant Application. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

4.3 Fees and Other Charges

(a) The Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin in effect from time to time with respect to LIBOR Loans, shared ratably among the Revolving Lenders and payable quarterly in arrears on each L/C Fee Payment Date after the issuance date (it being understood that with respect to the Existing Letters of Credit, the issuance date shall be deemed to be the Closing Date). In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit, payable quarterly in arrears on each L/C Fee Payment Date after the issuance date (it being understood that with respect to the Existing Letters of Credit, the issuance date shall be deemed to be the Closing Date).

[**] - Confidential or proprietary information redacted.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

4.4 L/C Participations

(a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Credit Commitment Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Credit Commitment Percentage of the amount of such draft, or any part thereof, that is not so reimbursed; provided, however, that subject to subsection 4.4(b) hereof, notwithstanding anything in this Agreement to the contrary, in respect of each drawing under any Letter of Credit, the maximum amount that shall be payable by any L/C Participant, whether as a Revolving Credit Loan pursuant to subsection 4.5 and/or as a participation pursuant to this subsection 4.4(a), shall not exceed such L/C Participant's Revolving Credit Commitment Percentage of the amount of such draft, or any part thereof, that is not so reimbursed by the Borrower.

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to subsection 4.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is not paid to the Issuing Lender on the date such payment is due, but is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average of the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to subsection 4.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this subsection shall be conclusive in the absence of manifest error. Notwithstanding anything contained herein to the contrary, until a L/C Participant funds any amount required to be paid by such L/C Participant to the Issuing Lender pursuant to subsection 4.4(a), interest allocable to or in respect of such amount shall be solely for the account of the Issuing Lender.

[**] - Confidential or proprietary information redacted.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with subsection 4.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

4.5 Reimbursement Obligation of the Borrower

The Borrower agrees to reimburse the Issuing Lender on the Business Day next succeeding the Business Day on which the Issuing Lender notifies the Borrower of the date and amount of a draft presented under any Letter of Credit and paid by the Issuing Lender for the amount of (a) such draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment. Each such payment shall be made to the Issuing Lender in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (i) until the Business Day next succeeding the date of the relevant notice, subsection 3.4(b) and (ii) thereafter, subsection 3.4(d). Each drawing under any Letter of Credit shall (unless an event of the type described in subsection 9(c), or (h) shall have occurred and be continuing with respect to the Borrower, in which case the procedures specified in subsection 4.4 for funding by L/C Participants shall apply) constitute a request by the Borrower to the Administrative Agent for a borrowing pursuant to subsection 2.2 of ABR Loans in the amount of such drawing (and the minimum borrowing amount in such subsection shall not apply to such borrowing). The Borrowing Date with respect to such borrowing shall be the first date on which a borrowing of Revolving Credit Loans could be made, pursuant to subsection 2.2, if the Administrative Agent had received a notice of such borrowing at the time the Administrative Agent receives notice from the relevant Issuing Lender of such drawing under such Letter of Credit.

[**] - Confidential or proprietary information redacted.

4.6 Obligations Absolute

The Borrower's obligations under this Section 4 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any L/C Participant, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender and the L/C Participants that the Issuing Lender and the L/C Participants shall not be responsible for, and the Borrower's Reimbursement Obligations under subsection 4.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender and the L/C Participants shall not be liable for, and the Borrower's Reimbursement Obligations under subsection 4.5 shall not be affected by, any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards of care specified in the Uniform Commercial Code of the State of New York, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender or any L/C Participant to the Borrower.

4.7 Letter of Credit Payments

If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with
such Letter of Credit.

4.8 Cash Collateralization

If an Event of Default shall occur and be continuing and the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall immediately deposit into an account established and maintained on the books and records of the Administrative Agent, which account may be a "securities account" (within the meaning of Section 8-501 of the Uniform Commercial Code as in effect in the State of New York), in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the L/C Obligations as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in paragraph (e) or (i) of Section 9. Such deposit shall be held by the Administrative Agent as collateral for the L/C Obligations under this Agreement, and for this purpose the Borrower hereby grants a security interest to the Administrative Agent for the benefit of the Lenders in such collateral account and in any financial assets (as defined in the Uniform Commercial Code as in effect in the State of New York) or other property held therein. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Lender for L/C Obligations for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower in respect of the other L/C Obligations at such time or, if the maturity of the Loans has been accelerated but subject to the consent of the Issuing Lender, be applied to satisfy other Obligations; provided, however, that the Borrower shall be entitled to all deposits in such account at such time as no Event of Default shall then exist.

[**] - Confidential or proprietary information redacted.

4.9 Letter of Credit Rules

Unless otherwise expressly agreed by the Issuing Lender and the Borrower, when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to such Letter of Credit.

SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

5.1 Financial Condition

(a) The consolidated and consolidating balance sheets of the Borrower and its consolidated Subsidiaries as at December 29, 2007 and December 30, 2006, respectively, and the related consolidated and consolidating statements of operations and of cash flows for the fiscal years ended on such dates, reported on by BDO Seidman, LLP, copies of which have heretofore been furnished to each Lender, present fairly, in all material respects, the consolidated and consolidating financial condition of the Borrower and its consolidated Subsidiaries as at such dates, and the consolidated and consolidating results of their operations and of their cash flows for the fiscal years then ended. All such financial statements, including the related schedules and notes thereto, were, as of the date prepared, prepared in accordance with GAAP applied consistently throughout the periods involved (except as otherwise expressly noted therein, and show all material Indebtedness and other liabilities, direct or contingent, of the Borrower and each of its Subsidiaries as of the dates thereof, including liabilities for taxes, material commitments and Indebtedness. Neither the Borrower nor any of its consolidated Subsidiaries had, at the date of the most recent balance sheets referred to above, any material Guarantee Obligation, material contingent liability or material liability for taxes, or any material long-term lease or material forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

[**] - Confidential or proprietary information redacted.

(b) As of the date hereof, there are no material liabilities or obligations of the Borrower or any of its Subsidiaries, whether direct or indirect, absolute or contingent, or matured or unmatured, other than (i) as disclosed or provided for in the financial statements and notes thereto which are referred to above, or (ii) which are disclosed elsewhere in this Agreement or in the Schedules hereto, or (iii) arising in the ordinary course of business since December 29, 2007 or (iv) created by this Agreement. As of the date hereof, the written information, exhibits and reports furnished by the Borrower to the Lenders in connection with the negotiation of this Agreement, taken as a whole, are complete and correct in all material respects.

5.2 No Material Adverse Change

Since December 29, 2007, there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

5.3 Organization; Powers

Each of the Borrower and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite corporate or other applicable power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other applicable entity and in good standing (or equivalent status) under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law (provided that no representation or warranty is made in this subsection 5.3(d) with respect to Requirements of Law referred to in subsections 5.8, 5.10, 5.14 or 5.15), except to the extent that the failure of the foregoing clauses (a) (only with respect to Subsidiaries of the Borrower which are not Guarantors), (c) and (d) to be true and correct could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4 Authorization; Enforceability

Each of the Borrower and its Subsidiaries has the requisite corporate or other applicable power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party, if any, and, in the case of the Borrower, to borrow hereunder and has taken all necessary corporate action to authorize (in the case of the Borrower) the borrowings on the terms and conditions of this Agreement, any Notes and any Applications and to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required with respect to the Borrower or any of its Subsidiaries in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of the Loan Documents to which the Borrower or any Guarantor (if any) is a party. This Agreement and each other Loan Document to which the Borrower or any Guarantor (if any) is, or is to become, a party has been or will be, duly executed and delivered on behalf of the Borrower or such Guarantor (if any). This Agreement and each other Loan Document to which the Borrower or any Guarantor (if any) is, or is to become, a party constitutes or will constitute, a legal, valid and binding obligation of the Borrower or such Guarantor (if any), as the case may be, enforceable against the Borrower or such Guarantor (if any), as the case may be, in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

[**] - Confidential or proprietary information redacted.

5.5 Governmental Approvals; No Conflicts

The execution, delivery and performance of the Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or Contractual Obligation of the Borrower or of any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation which could reasonably be expected to have a Material Adverse Effect.

5.6 No Material Litigation

No litigations, investigations or proceedings of or before any arbitrator or Governmental Authority are pending or, to the knowledge of the Borrower, threatened by or against the Borrower or any of its Subsidiaries or against any of its or their respective properties (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) as to which (i) there is a reasonable likelihood of an adverse determination and (ii) that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect.

5.7 Compliance with Laws and Agreements

Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all Contractual Obligations binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

5.8 Taxes

Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all Federal, state and other material Tax returns and reports required to have been filed and has paid or caused to be paid all such Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not individually or in the aggregate reasonably be expected to result in a Material Adverse Effect.

[**] - Confidential or proprietary information redacted.

5.9 Purpose of Loans

The purpose of the Loans is to finance the working capital and general corporate needs of the Borrower and each of its Subsidiaries and Affiliates, including, but not limited to, acquisitions and the refinancing of any indebtedness of the Borrower outstanding on the Closing Date.

5.10 Environmental Matters

(a) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability or has actual knowledge of a potential claim that is reasonably likely to result in Environmental Liability to the Borrower or any of its Subsidiaries or (iii) has received written notice of any claim with respect to any Environmental Liability.

(b) Since the date of this Agreement, with respect to any Environmental Liability, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

5.11 Disclosure

The statements and information contained herein and in any of the information provided to the Administrative Agent or the Lenders in writing (other than financial projections) in connection with or pursuant to this Agreement, taken as a whole, do not contain any untrue statement of any material fact, or omit to state a fact necessary in order to make such statements or information not misleading in any material respect, in each case in light of the circumstances under which such statements were made or information provided as of the date so provided. The financial projections contained in the Confidential Information Memorandum, furnished to the Administrative Agent and the Lenders in writing in connection with this Agreement, have been prepared in good faith based upon assumptions which were in the Borrower's judgment reasonable when such projections were made, it being acknowledged that such projections are subject to the uncertainty inherent in all projections of future results and that there can be no assurance that the results set forth in such projections will in fact be realized.

[**] - Confidential or proprietary information redacted.

5.12 Ownership of Property: Liens

Each of the Borrower and its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.13 ERISA

No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $20,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $20,000,000 the fair market value of the assets of all such underfunded Plans.

5.14 Subsidiaries

The Borrower has no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.14 (other than those which are “shell” or “inactive” Subsidiaries, as such terms are defined in subsection 8.4(d)) and has no equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.14.

5.15 Investment and Holding Company Status

Neither the Borrower nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

5.16 Guarantors

As of the Closing Date and after giving effect to the transactions contemplated hereby, no Subsidiary has issued or is subject to any Guarantee Obligation in respect of any debt securities or bank debt of the Borrower.

SECTION 6. CONDITIONS PRECEDENT

6.1 Conditions to Initial Loans and Letters of Credit

The agreement of each Lender to make the initial Loan requested to be made by it, or the Issuing Lender to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction on the Closing Date of the following conditions precedent:

[**] - Confidential or proprietary information redacted.

(a) Unless waived by all the Lenders, the Administrative Agent's receipt of the following, each of which shall be originals unless otherwise specified, each properly executed by a Responsible Officer of the Borrower or a Guarantor, as the case may be (to the extent there are any Guarantors as of the Closing Date), each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender, the Borrower and each Guarantor (to the extent there are any Guarantors as of the Closing Date);

(ii) Revolving Credit Notes executed by the Borrower in favor of each Lender requesting such a Note, each in a principal amount equal to such Lender's Commitment;

(iii) a Swingline Note executed by the Borrower in favor of the Swingline Lender (if it requests such a Note) in the principal amount of the Swingline Commitment;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower and/or any of the Guarantors (to the extent there are any Guarantors as of the Closing Date) as the Administrative Agent may require to evidence the identities, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents;

(v) such documents and certifications as the Administrative Agent may reasonably require to evidence that each of the Borrower and each Guarantor (to the extent there are any Guarantors as of the Closing Date) is duly organized or formed, validly existing and in good standing, including certified copies of the organization documents and certificates of good standing with respect to the Borrower and the Guarantors (to the extent there are any Guarantors as of the Closing Date);

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in subsections 6.2(a) and (b) have been satisfied as of the Closing Date (including, solely for purposes of this Section 6.1, the representations made in subsections 5.2 and 5.6);

(vii) an opinion of counsel to the Borrower and the Guarantors (to the extent there are any Guarantors as of the Closing Date) in substantially the form set forth in Exhibit G;

(viii) evidence that the Existing Facility has been or concurrently with the Closing Date is being terminated, all Indebtedness and obligations of the Borrower incurred thereunder have been, or with the initial Revolving Credit Loans hereunder on the Closing Date will be, repaid and the Borrower and its Subsidiaries released from all liability thereunder (except such as by their express terms survive such repayment and termination), and all Liens, if any, securing obligations under the Existing Facility have been or concurrently with the Closing Date are being released;

[**] - Confidential or proprietary information redacted.

(ix) a compliance certificate in the form attached hereto as Exhibit H, signed by a Responsible Officer of the Borrower dated as of the Closing Date demonstrating compliance with the financial covenants contained in subsection 8.1 as of the end of the fiscal quarter most recently ended prior to the Closing Date;

(x) (i) audited financial statements of the Borrower for fiscal years 2006 and 2007 (which the Administrative Agent acknowledges it has received) and (ii) unaudited interim consolidated financial statements of the Borrower for each quarterly period ended after the latest fiscal year referred to in clause (i) above (which the Administrative Agent acknowledges it has received for the quarterly period through June 28, 2008) and such unaudited consolidated financial statements shall not reflect any material adverse change in the consolidated financial condition of the Borrower and its Subsidiaries from what was reflected in the financial statements or projections previously distributed to the Lenders; and

(xi) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Majority Lenders may reasonably require.

(b) Any fees required to be paid on or before the Closing Date shall have been paid.

(c) The Borrower shall have paid all Attorney Costs of the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of Attorney Costs as shall constitute its reasonable estimate of Attorney Costs incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(d) In the good faith judgment of the Administrative Agent and the Lenders:

(i) there shall not have occurred or become known to the Administrative Agent or any of the Lenders any event, condition, situation or status since the date of the information contained in the financial and business projections, budgets, pro forma data and forecasts concerning the Borrower and its Subsidiaries delivered to the Administrative Agent and the Lenders prior to the Closing Date that has had or could reasonably be expected to result in a Material Adverse Effect;

[**] - Confidential or proprietary information redacted.

(ii) no litigation, action, suit, investigation or other arbitral, administrative or judicial proceeding shall be pending or threatened which could reasonably be likely to result in a Material Adverse Effect; and

(iii) the Borrower shall have received all approvals, consents and waivers, and shall have made or given all necessary filings and notices, as shall be required to consummate the transactions contemplated hereby without the occurrence of any material default under, conflict with or violation of (A) any applicable law, rule, regulation, order or decree of any Governmental Authority or arbitral authority or (B) any agreement, document or instrument to which the Borrower or any Subsidiary is a party or by which any of them or their properties is bound.

6.2 Conditions to Each Loan and Letter of Credit

The agreement of each Lender to make any Loan requested to be made by it on any date, or the Issuing Lender to issue, amend, renew or extend any Letter of Credit (including, without limitation, its initial Loan) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties.

Each of the representations and warranties made by the Borrower in or pursuant to the Loan Documents (excluding the representations made in subsections 5.2 and 5.6) shall be true and correct in all material respects on and as of such date as if made on and as of such date (or, if such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

(b) No Default.

No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loans requested to be made or the Letter(s) of Credit requested to be issued, amended, renewed or extended.

(c) Other Documents.

The Administrative Agent shall have received, in form and substance reasonably satisfactory to it, such other assurances, certificates, documents or consents related to the foregoing as the Administrative Agent or the Majority Lenders reasonably may require.

Each Borrowing (and request for the same) by the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date hereof that the conditions contained in this subsection have been satisfied.

SECTION 7. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments (or any of them) remain in effect, any Letter of Credit is outstanding or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document, the Borrower shall, and (except in the case of delivery of financial information, reports and notices) shall cause each of its Subsidiaries to:

[**] - Confidential or proprietary information redacted.

7.1 Financial Statements.

Furnish to each Lender (the delivery of which shall be deemed made on the date on which the Borrower provides written notice to the Administrative Agent that such information has been posted on the Borrower's website on the Internet at http://www.henryschein.com or is available on the website of the U.S. Securities and Exchange Commission at http://www.sec.gov (to the extent such information has been posted or is available as described in such notice)):

(a) as soon as available, but in any event within 90 days (or, to the extent the Borrower is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K) after the end of each fiscal year of the Borrower, a copy of the audited consolidated and consolidating balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such year and the related consolidated and consolidating statements of operations and stockholders' equity and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a qualification arising out of the scope of the audit, by BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Majority Lenders, including an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to the Administrative Agent; and

(b) as soon as available, but in any event not later than 45 days (or, to the extent the Borrower is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q) after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated and consolidating balance sheets of the Borrower and its consolidated Subsidiaries as at the end of each such quarter and the related unaudited consolidated and consolidating statements of operations and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period or periods in the previous year, all certified by a Responsible Officer of the Borrower as being fairly stated in all material respects (subject to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

(c) All such financial statements shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (subject, in the case of the aforesaid quarterly financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

[**] - Confidential or proprietary information redacted.

7.2 Certificates; Other Information

Furnish to the Administrative Agent and, except under paragraph (a) below, each of the Lenders:

(a) simultaneously with the delivery of the financial statements referred to in subsections 7.1(a) and (b), a certificate of the chief financial officer or treasurer of the Borrower, certifying that to the best of his knowledge (i) no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, with computations demonstrating compliance (or non-compliance, as the case may be) with the covenants contained in subsection 8.1, and (ii) such financial statements have been prepared in accordance with GAAP (subject in the case of subsection 7.1(b) to normal, recurring, year-end adjustments and except for the absence of GAAP notes thereto);

(b) promptly, such additional financial and other information as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request;

(c) promptly after the same are available (which shall be deemed available on the date on which the Borrower provides written notice to the Administrative Agent that such information has been posted on the Borrower's website on the Internet at http://www.henryschein.com or is available on the website of the U.S. Securities and Exchange Commission at http://www.sec.gov (to the extent such information has been posted or is available as described in such notice)), and in any event within five (5) Business Days after the sending or filing thereof, copies of all proxy statements, financial statements and reports which the Borrower or any of its Subsidiaries sends to its stockholders, and copies of all regular, periodic and special reports and all registration statements which the Borrower or any such Subsidiary files with the Securities and Exchange Commission or any governmental authority which may be substituted therefor, or with any national securities exchange or state securities administration; and

(d) upon the reasonable request of Administrative Agent, copies of documents described in Sections 101(k) or 101(l) of ERISA that the Borrower or any ERISA Affiliate has received from any Multiemployer Plan with respect to such Multiemployer Plan.

7.3 Conduct of Business and Maintenance of Existence

(a) Preserve, renew and keep in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization (except as could not in the aggregate be reasonably expected to have a Material Adverse Effect or as otherwise permitted hereunder, (b) take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business, and (c) comply with all Contractual Obligations and Requirements of Law, except to the extent that failure to comply therewith could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

[**] - Confidential or proprietary information redacted.

7.4 Payment of Obligations

Pay and discharge all of its obligations and liabilities as the same shall become due and payable, including (a) all taxes upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary, (b) all lawful claims which, if unpaid, would by law become a Lien upon its property (other than Liens permitted by subsection 8.2); and (c) all Indebtedness, as and when due and payable (after giving effect to any applicable grace periods), (i) but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness and (ii) unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary.

7.5 Maintenance of Properties

(a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted, and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

7.6 Maintenance of Insurance

Maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

7.7 Books and Records

Maintain (a) proper books of record and account in conformity with GAAP consistently applied in which all entries required by GAAP shall be made of all financial transactions and matters involving the assets and business of the Borrower and its Subsidiaries, and (b) such books of record and account in conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or any of its Subsidiaries, except where the failure to so comply would not result in a Material Adverse Effect.

7.8 Inspection Rights

Subject to subsection 11.14, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its officers and independent public accountants, at such reasonable times during normal business hours as may be reasonably desired, upon reasonable advance notice to a Responsible Officer of the Borrower or such Guarantor (if any), as the case may be; provided, however, that (a) the Lenders shall use reasonable efforts to coordinate with the Administrative Agent in order to minimize the number of such inspections and discussions; (b) with respect to access for environmental inspections, the Administrative Agent shall only have the right to inspect once every twelve months unless the Administrative Agent has reason to believe that a condition exists or an event has occurred which reasonably could give rise to liability under the Environmental Laws and (c) when an Event of Default has occurred and is continuing, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

[**] - Confidential or proprietary information redacted.

7.9 Compliance with Laws

Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including all Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

7.10 Use of Proceeds

Use the proceeds of Loans to refinance existing Indebtedness under the Existing Facility, for general corporate purposes of the Borrower and its Subsidiaries in the ordinary course of business, including for acquisitions. No part of the proceeds of any loans will be used, whether directly or indirectly, for any purpose that entails violation of any of the Regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X.

7.11 Notices

Promptly give notice to the Administrative Agent and each Lender upon obtaining actual knowledge of:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) the following events, as soon as possible and in any event within 30 days after the Borrower knows thereof: (i) the occurrence or reasonably expected occurrence of any ERISA Event with respect to any Plan, (ii) a failure to make any required contribution to a Plan within the period required by applicable law, (iii) the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iv) the institution of proceedings or the taking of any other similar action by the PBGC or the Borrower or any ERISA Affiliate or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan, other than the termination of any Single Employer Plan that is not a distress termination pursuant to Section 4041(c) of ERISA where, with respect to any event listed above, the amount of liability the Borrower or any ERISA Affiliate could reasonably be expected to have a Material Adverse Effect; and

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(d) any other development known to Borrower that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence or development referred to therein and stating what action the Borrower proposes to take with respect thereto.

7.12 Guarantors

Simultaneously with any Subsidiary becoming, but only for so long as such Subsidiary shall be, a guarantor under or with respect to any Indebtedness or other obligations under the Note Purchase Agreements or any other debt securities or bank debt (it being understood that undrawn commitments in respect of bank credit facilities shall not constitute "bank debt" for purposes of this definition) issued by the Borrower, cause such Person to enter into a Guarantee in the form of Exhibit J (or such other agreement in form and substance reasonably acceptable to the Majority Lenders), and thereupon such Person shall become a Guarantor hereunder for all purposes.

SECTION 8. NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments (or any of them) remain in effect, any Letter of Credit remains outstanding, or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document, the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly (or, in the case of subsection 8.3, the Borrower will not permit any of its Subsidiaries to, directly or indirectly):

8.1 Financial Covenants

(a) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Borrower to exceed 3.0 to 1.0.

(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Borrower to be less than 4.0 to 1.0.

8.2 Limitation on Liens

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

[**] - Confidential or proprietary information redacted.

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Borrower and its Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of capital leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to subsection 8.3(a);

(h) Liens created or arising pursuant to any Loan Documents;

(i) Liens granted by any Subsidiary in favor of the Borrower;

(j) judgment and other similar Liens arising in connection with court proceedings in an aggregate amount not in excess of $1,000,000 (except to the extent covered by independent third-party insurance) provided that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(k) any Lien on any Property of the Borrower or any Subsidiary existing on the Closing Date and set forth on Schedule 8. 2 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

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(l) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments; or

(n) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Borrower or any of its Subsidiaries not exceeding the greater of (x) $100,000,000 or (y) 5% of Consolidated Total Assets at the time such Indebtedness is incurred.

8.3 Limitation on Indebtedness

Create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to all Receivables Transactions that is (i) non-recourse with respect to the Borrower and its Subsidiaries (other than any Receivables Subsidiary) and (ii) in an aggregate principal amount at any time outstanding not exceeding 15% of Consolidated Total Assets at such time; or

(b) any Indebtedness of any of the Subsidiaries other than (i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under subsection 8.3(a), (ii) any Indebtedness of any Subsidiary as a guarantor under or pursuant to any of those certain Note Purchase Agreements dated as of June 30, 1999 and September 25, 1998, as amended, respectively, between the Borrower and the various note holders thereunder, so long as such Subsidiaries are Guarantors, (iii) any Indebtedness of any Subsidiary existing on the Closing Date and set forth on Schedule 8.3 and any refinancing thereof; provided, that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased, (iv) any Indebtedness of any Subsidiary which is a Guarantor, (v) any Indebtedness of any Subsidiary owed to the Borrower or any other Subsidiary, (vi) any Indebtedness arising in respect of capital leases or purchase money obligations incurred in accordance with subsection 8.2(h), and (vii) any other Indebtedness of Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $100,000,000 or (y) 5% of Consolidated Total Assets at the time such Indebtedness is incurred.

[**] - Confidential or proprietary information redacted.

8.4 Fundamental Changes

Liquidate, windup or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more Subsidiaries, provided that (A) when any wholly-owned Subsidiary is merging with another Subsidiary, such wholly-owned Subsidiary shall be the continuing or surviving Person and (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person;

(b) any (i) Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Borrower or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Subsidiary, then the transferee must also be a wholly-owned Subsidiary; or (ii) Foreign Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary;

(c) any Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Subsidiary;

(d) “Inactive” or “shell” Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of $500,000 or less) may be dissolved or otherwise liquidated, provided that all of the assets and properties of any such Subsidiaries are transferred to the Borrower or another Subsidiary upon dissolution/liquidation; and

(e) the Borrower may merge or consolidate with any Person, provided that the Borrower shall be the continuing or surviving Person.

8.5 Dispositions

Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of property by any Subsidiary to the Borrower or to any other Subsidiary;

[**] - Confidential or proprietary information redacted.

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 8.3(a);

(e) the nonexclusive license of intellectual property of the Borrower or any of its Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Borrower and its Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange is used (or contractually committed to be used) to acquire (and results within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value; and

(g) other Dispositions where (i) in the good faith opinion of the Borrower, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Borrower or the applicable Subsidiary, as the case may be; (ii) immediately after giving effect to such Disposition, no Default or Event of Default would exist; and (iii) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any fiscal four quarter period of the Borrower plus the Fair Market Value of any other property Disposed of during such four quarter period does not equal or exceed 15% of Consolidated Total Assets as of the end of the then most recently ended fiscal quarter of Borrower.

8.6 ERISA

Engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to (a) engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code); (b) fail to comply with ERISA or any other applicable Laws; or (c) incur any material "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

8.7 Transactions with Affiliates

Enter into any transaction of any kind with any Affiliate of the Borrower, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Borrower or any Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Borrower and any of its Subsidiaries or between any of its Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Borrower and its Subsidiaries, (c) transactions effected as part of a Receivables Transaction or (d) compensation arrangements of officers and other employees of the Borrower and its Subsidiaries entered into in the ordinary course of business.

[**] - Confidential or proprietary information redacted.

8.8 Restrictive Agreements

Enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 8.8 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof.

SECTION 9. EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default:

(a) The Borrower shall fail to pay any principal of any Loan or any Reimbursement Obligation when due in accordance with the terms thereof or hereof; or the Borrower shall fail to pay any interest on any Loan, or any fee or other amount payable hereunder, within three Business Days after any such interest or other amount becomes due in accordance with the terms thereof or hereof;

(b) Any representation or warranty made or deemed made by the Borrower or any Guarantor (if any) herein or in any other Loan Document or which is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement shall prove to have been incorrect or misleading in any material respect when made or deemed made or furnished;

(c) (i) The Borrower shall default in the observance or performance of any covenant contained in subsection 7.10, subsection 7.11, subsection 7.12 or Section 8; or (ii) the Borrower shall default in the observance or performance of any covenant contained in subsection 7.1, and such default shall continue unremedied for a period of 10 days; or (iii) the Borrower shall default in the observance or performance of any other agreement contained in this Agreement (other than as provided above in this Section), and such default described in this clause (c)(iii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (c)(iii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period and (z) the Borrower is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised the Administrative Agent as to the remedy thereof, the first 30-day period referred to in this clause (c)(iii) shall be extended for an additional 30-day period but only so long as (A) the Borrower continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect;

[**] - Confidential or proprietary information redacted.

(d) The Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to all applicable grace periods, if any);

(e) An event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (e) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower, any Guarantor (if any) or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Guarantor (if any) or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(g) The Borrower, any Guarantor (if any) or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Guarantor (if any) or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) take any action for the purpose of effecting any of the foregoing or (vii) shall become unable, admit in writing its inability or fail generally to pay its debts as they become due

(h) An ERISA Event shall have occurred that, in the reasonable credit judgment of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(i) Any Loan Document, at any time after its execution and delivery and for any reason other than the agreement of all the Lenders or satisfaction in full of all the Obligations, ceases to be in full force and effect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any respect; or the Borrower or any Guarantor (if any) denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; one or more judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money in an aggregate amount in excess of $50,000,000 shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment; or

[**] - Confidential or proprietary information redacted.

(j) a Change in Control shall occur;

then, and in any such event, (A) if such event is an Event of Default specified in paragraph (f) or paragraph (g) above, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Majority Lenders, the Administrative Agent may, or upon the request of the Majority Lenders, the Administrative Agent shall, by notice to the Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Majority Lenders, the Administrative Agent may, or upon the request of the Majority Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. In the case of all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit in accordance with the provisions of subsection 4.8. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other then due and owing Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other Obligations shall have been paid in full (or in the event that the acceleration that required the funding of such cash collateral account is rescinded by the Lenders), the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). The Borrower hereby expressly waives presentment, demand of payment, protest and all notices whatsoever (other than any notices specifically required hereby).

[**] - Confidential or proprietary information redacted.

SECTION 10. THE ADMINISTRATIVE AGENT

10.1 Appointment

Each Lender hereby irrevocably designates and appoints the Administrative Agent as the Administrative Agent of such Lender under this Agreement and the other Loan Documents, and each Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

10.2 Delegation of Duties

The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.
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10.3 Exculpatory Provisions

Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of the Borrower to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower.

[**] - Confidential or proprietary information redacted.

10.4 Reliance by Administrative Agent

The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action (other than any such liability or expense resulting from the gross negligence or willful misconduct of the Administrative Agent). The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

10.5 Notice of Default

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

[**] - Confidential or proprietary information redacted.

10.6 Non-Reliance on Administrative Agent and Other Lenders

Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

10.7 Indemnification

The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower in accordance with the terms hereof and without limiting the obligation of the Borrower to do so), ratably according to their respective Revolving Credit Commitment Percentages in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements which are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from the Administrative Agent's gross negligence or willful misconduct. The agreements in this subsection shall survive the payment of the Loans and all other amounts payable hereunder. Notwithstanding anything contained herein to the contrary, the Issuing Lender and Swingline Lender shall have all of the benefits and immunities (a) provided to the Administrative Agent in this Section 10 with respect to any acts taken or omissions suffered by the Issuing Lender or Swingline Lender, as the case may be, as fully as if the term "Administrative Agent" as used in this Section 10 included the Issuing Lender and Swingline Lender with respect to such acts or omissions, and (b) as additionally provided herein with respect to the Issuing Lender and Swingline Lender, as the case may be.

[**] - Confidential or proprietary information redacted.

10.8 Administrative Agent in Its Individual Capacity

The Person serving as the Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower as though the Person serving as the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to the Loans made by it and with respect to any Letter of Credit issued or participated in by it, the Person serving as the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Person serving as the Administrative Agent in its individual capacity.

10.9 Successor Administrative Agent

The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower provided that any such resignation by JPMCB shall also constitute its resignation as Issuing Lender and Swingline Lender. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Majority Lenders shall appoint from among the Lenders a successor Administrative Agent for the Lenders, which successor Administrative Agent (provided that it shall have been approved by the Borrower), shall succeed to the rights, powers and duties of the Administrative Agent hereunder. Effective upon such appointment and approval, the term "Administrative Agent" shall mean such successor Administrative Agent, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

10.10 The Sole Lead Arranger, the Sole Bookrunner and the Co-Syndication Agents

None of the Sole Lead Arranger, the Sole Bookrunner or the Co-Syndication Agents shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Sole Lead Arranger, the Sole Bookrunner or the Co-Syndication Agents shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on the Sole Lead Arranger, the Sole Bookrunner or the Co-Syndication Agents in deciding to enter into this Agreement or in taking or not taking any action hereunder.

[**] - Confidential or proprietary information redacted.

SECTION 11. MISCELLANEOUS

11.1 Amendments and Waivers

(a) Except as provided in subsection 11.1(b), neither this Agreement nor any other Loan Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this subsection. The Majority Lenders may, or, with the written consent of the Majority Lenders, the Administrative Agent may, from time to time, (a) enter into with the Borrower written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Borrower hereunder or thereunder or (b) waive, on such terms and conditions as the Majority Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) reduce the amount or extend the scheduled date of maturity of any Loan, or reduce the stated rate or amount of any interest or fee payable hereunder or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Multicurrency Commitment, Revolving Credit Commitment, Swingline Commitment or L/C Commitment or reduce the amount of or extend the date of any payment required pursuant to Section 3.1(b), in each case without the consent of each Lender affected thereby, (ii) amend, modify or waive any provision of this subsection, reduce the percentage specified in the definitions of Majority Leaders, or amend or modify any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination granting consent hereunder, or consent to the assignment or transfer by the Borrower or any Guarantor (if any) of any of its rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all the Lenders, (iii) release all or substantially all of the Guarantors (if any) (except where such release is expressly permitted elsewhere in this Agreement without such consent) without the written consent of all the Lenders, or (iv) (A) amend, modify or waive any provision of Section 10 without the written consent of the then Administrative Agent, (B) affect the rights or duties of the Issuing Lender under this Agreement or any other Loan Document without the written consent of the then Issuing Lender or (C) affect the rights or duties of Swingline Lender under this Agreement or any other Loan Document without the written consent of then Swingline Lender; and further provided, however, that no such waiver and no such amendment, supplement or modification shall amend, modify or waive any provision of any Guarantee executed and delivered pursuant to subsection 7.12 without the written consent of the Guarantors. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Borrower, the Guarantors (if any), the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Borrower, the Guarantors (if any), the Lenders and the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

[**] - Confidential or proprietary information redacted.

(b) In addition to amendments effected pursuant to the foregoing paragraph (a), additional freely-convertible eurocurrencies may be added as Available Foreign Currencies, upon execution and delivery by the Borrower, the Administrative Agent and all of the Lenders of an amendment providing for such addition. The Administrative Agent shall give prompt written notice to each Lender of any such amendment.

11.2 Notices

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrower or any of the Guarantors (if any), to Henry Schein, Inc., 135 Duryea Road, Melville, New York, 11747, Attention of Chief Financial Officer (Telecopy No. (631) 843-5541), with a copy to Proskauer Rose LLP, 1585 Broadway, New York, New York, 10036-8299, Attention of Jack P. Jackson, Esq. (Telecopy No. (212) 969-2900);

(ii) if to the Administrative Agent, to it at JPMorgan Chase Bank, 395 North Service Road, Suite 302, Melville, NY 11747, Attention of John Budzynski, (Telecopy No. (631) 755-5184) with a copy to J.P. Morgan Europe Limited, 125 London Wall, London EC2Y 5AJ, Attention: Loans Agency (Telecopy No. (+44 (0)207 777 2360);

(iii) if to the Issuing Lender, to it at JPMorgan Chase Bank, 10420 Highland Manor Drive, Floor 4, Tampa, FL 33610-9128, Attention of Mabelyn Retana (Telecopy No. (813) 432-5162);

(iv) if to the Swingline Lender, to it at JPMorgan Chase Bank, 10 South Dearborn, Floor 7 Chicago, IL 60603-2003, Attention of Maribel Lorenzo (Telecopy No. (312) 385-7096); and

(v) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire and notified to the Borrower in accordance with the provisions hereof.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent and the Lenders; provided that the foregoing shall not apply to notices pursuant to subsection 2.4 or Section 4 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

[**] - Confidential or proprietary information redacted.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

11.3 No Waiver; Cumulative Remedies

No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.4 Survival of Representations and Warranties

All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

11.5 Payment of Expenses and Taxes

The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of Simpson Thacher & Bartlett LLP, counsel to the Administrative Agent, (b) to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement of any rights under this Agreement or any of the other Loan Documents, including, without limitation, the Attorney Costs of each Lender and of the Administrative Agent, (c) to pay, and indemnify and hold harmless each Lender and the Administrative Agent and each of their affiliates and their respective officer, directors, employees, administrative agents and advisors (each, an "indemnified party") from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, provided that the Borrower shall have no obligation hereunder to any indemnified party with respect to any of the foregoing fees or liabilities which arise from the gross negligence or willful misconduct of such indemnified party determined in a court of competent jurisdiction in a final non-appealable judgment, and (d) to pay, and indemnify and hold harmless each indemnified party from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents including, without limitation, any of the foregoing relating to the violation of, noncompliance with, or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or any of the properties (all the foregoing in this clause (d), collectively, the "indemnified liabilities"), provided that the Borrower shall have no obligation hereunder to any indemnified party with respect to indemnified liabilities arising from the gross negligence or willful misconduct of such indemnified party determined in a court of competent jurisdiction in a final non-appealable judgment. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and repayment of the Loans and all other amounts payable hereunder.

[**] - Confidential or proprietary information redacted.

11.6 Successors and Assigns; Participations and Assignments

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) neither the Borrower nor any of the Guarantors (if any) may assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any such Person without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this subsection. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Lender that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this subsection) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Lender, the Swingline Lender and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an "Approved Fund" (as defined below) or, if a Default or an Event of Default has occurred and is continuing, any other Assignee; and

[**] - Confidential or proprietary information redacted.

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment to an Assignee that is a Lender immediately prior to giving effect to such assignment, an Affiliate of a Lender or an "Approved Fund" (as defined below).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitment, the amount of the Revolving Credit Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance, substantially in the form of Exhibit I (hereinafter, an "Assignment and Acceptance"), with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if a Default or an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement:

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500;

(D) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent a duly completed administrative questionnaire (containing all pertinent information relating to such assignee; hereinafter an "Administrative Questionnaire"); and

(E) in the case of an assignment to a "CLO" (as defined below), the assigning Lender shall retain the sole right to approve any amendment, modification or waiver of any provision of this Agreement, provided that the Assignment and Acceptance between such Lender and such CLO may provide that such Lender will not, without the consent of such CLO, agree to any amendment, modification or waiver described in the first proviso to subsection 11.1(a) that affects such CLO.

[**] - Confidential or proprietary information redacted.

For the purposes of this subsection 11.6(b), the terms "Approved Fund" and "CLO" have the following meanings:

"Approved Fund" means (a) a CLO and (b) with respect to any Lender that is an institutional fund which invests primarily in bank loans and similar extensions of credit, any other institutional fund that invests primarily in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"CLO" means any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an Affiliate of such Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this subsection, from and after the effective date specified in each Assignment and Acceptance the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of subsections 3.8, 3.9, 3.10, 3.11 and 11.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection 11.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this subsection.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error, and the Borrower, the Administrative Agent, the Issuing Lender, the Swingline Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Lender, the Swingline Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

[**] - Confidential or proprietary information redacted.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this subsection and any written consent to such assignment required by paragraph (b) of this subsection, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lender, the Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to subsection 11.1(a) that affects such Participant. Subject to paragraph (c)(ii) of this subsection, the Borrower agrees that each Participant shall be entitled to the benefits of subsections 3.8, 3.9, 3.10 and 3.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this subsection. To the extent permitted by law, each Participant also shall be entitled to the benefits of subsection 11.7 as though it were a Lender, provided such Participant agrees to be subject to subsection 11.7 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under subsection 3.9, 3.10 or 3.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Non-U.S. Lender (as defined in subsection 3.10(b)) if it were a Lender shall not be entitled to the benefits of subsection 3.10 unless such Participant complies with subsection 3.10(b) as though it were a Lender.

[**] - Confidential or proprietary information redacted.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this subsection shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) The Borrower authorizes each Lender to disclose to any Participant or Assignee (each, a "Transferee") and any prospective Transferee, subject to the provisions of subsection 11.14, any and all financial information in such Lender's possession concerning the Borrower and its Subsidiaries and Affiliates which has been delivered to such Lender by or on behalf of the Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower in connection with such Lender's credit evaluation of such Borrower and its Subsidiaries and Affiliates prior to becoming a party to this Agreement.

(f) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this subsection concerning assignments of Loans and Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment by a Lender of any Loan or Note to any Federal Reserve Bank in accordance with applicable law.

11.7 Adjustments; Set-off

(a) If any Lender (a "benefited Lender") shall at any time receive any payment of all or part of its Loans or the Reimbursement Obligations owing to it then due and owing, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in subsections 9(f) and (g), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender (other than to the extent expressly provided herein), if any, in respect of such other Lender's Loans or the Reimbursement Obligations owing to it then due and owing, or interest thereon, such benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans or the Reimbursement Obligations owing to it, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the other Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower or the Guarantors (if any), any such notice being expressly waived by the Borrower and the Guarantors (if any) to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower or any of the Guarantors (if any). Each Lender agrees promptly to notify the Borrower or any such Guarantor (if any) and the Administrative Agent after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

[**] - Confidential or proprietary information redacted.

11.8 Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

11.9 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.10 Integration

This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof or thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof or thereof not expressly set forth or referred to herein or in the other Loan Documents.

11.11 **GOVERNING LAW**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

11.12 Submission To Jurisdiction; Waivers

The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

[**] - Confidential or proprietary information redacted.

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in subsection 11.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary, punitive or consequential damages.

11.13 Acknowledgements

The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower or any of the Guarantors (if any) arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on the one hand, and the Borrower and the Guarantors (if any), on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower, the Guarantors (if any), and the Lenders.

11.14 Confidentiality

Each Lender agrees to keep confidential any written or oral information (a) provided to it by or on behalf of the Borrower or any of its Subsidiaries pursuant to or in connection with this Agreement or any other Loan Document or (b) obtained by such Lender based on a review of the books and records of the Borrower or any of its Subsidiaries; provided that nothing herein shall prevent any Lender from disclosing any such information (i) to the Administrative Agent, the Issuing Lender or any other Lender, (ii) to any Transferee which receives such information having been made aware of the confidential nature thereof and having agreed to abide by the provisions of this subsection 11.14, (iii) to its employees, directors, agents, attorneys, accountants and other professional advisors, and to employees and officers of its Affiliates who agree to be bound by the provisions of this subsection 11.14 and who have a need for such information in connection with this Agreement or other transactions or proposed transactions with the Borrower, (iv) upon the request or demand of any Governmental Authority having jurisdiction over such Lender, (v) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (vi) subject to an agreement to comply with the provisions of this subsection, to any actual or prospective counter-party (or its advisors) to any Swap Agreement, (vii) which has been publicly disclosed other than in breach of this Agreement, (viii) in connection with the exercise of any remedy hereunder or any litigation to which such Lender is a party, or (ix) which is received by such Lender from a Person who, to such Lender's knowledge or reasonable belief, is not under a duty of confidentiality to the Borrower or the applicable Subsidiary, as the case may be.

[**] - Confidential or proprietary information redacted.

11.15 USA Patriot Act

Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

11.16 Judgment

The Borrower, the Administrative Agent and each Lender hereby agree that if, in the event that a judgment is given, in relation to any sum due the Administrative Agent or any Lender hereunder, in an Available Foreign Currency (the "Judgment Currency"), the Borrower agrees to indemnify the Administrative Agent or such Lender, as the case may be, to the extent that the Dollar Equivalent amount which could have been purchased on the Business Day following receipt of such sum is less than the sum which could have been so purchased by the Administrative Agent had such purchase been made on the day on which such judgment was given or, if such day is not a Business Day, on the Business Day immediately preceding the giving of such judgment, and if the amount so purchased exceeds the amount which could have been so purchased had such purchase been made on the day on which such judgment was given or, if such day is not a Business Day, on the Business Day immediately preceding such judgment, the Administrative Agent or the applicable Lender agrees to remit such excess to the Borrower. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other Obligations.

11.17 **WAIVERS OF JURY TRIAL**

THE BORROWER, THE ADMINISTRATIVE AGENT, THE ISSUING LENDER, THE SWINGLINE LENDER AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[**] - Confidential or proprietary information redacted.

11.18 No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Borrower. The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Lenders and the Borrower, its stockholders or its affiliates. The Borrower acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower, on the other, (ii) in connection therewith and with the process leading to such transaction each of the Lenders is acting solely as a principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other person, (iii) no Lender has assumed an advisory or fiduciary responsibility in favor of the Borrower with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Lender has advised or is currently advising the Borrower on other matters) except the obligations expressly set forth in the Loan Documents and (iv) the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate. The Borrower further acknowledges and agrees that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transaction or the process leading thereto.

[**] - Confidential or proprietary information redacted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the year first above written.

BORROWER:
HENRY SCHEIN, INC.

By: /s/Ferdinand Jahnel
Name:Ferdinand G. Jahnel
Title:VP, Treasurer

[**] - Confidential or proprietary information redacted.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender

By: /s/Jules Panno
Name: Jules Panno
Title: Vice President

[**] - Confidential or proprietary information redacted.

UNICREDIT MARKETS AND
INVESTMENT BANKING, acting through
BAYERISCHE HYPO- UND VEREINSBANK
AG, NEW YORK BRANCH,
as Co-Syndication Agent

By: /s/ Kim Sousa
Name: Kim Sousa
Title: Director

By: /s/ Elaine Tung
Name: Elaine Tung
Title: Director

[**] - Confidential or proprietary information redacted.

BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH,
as Lender

By: /s/ Kim Sousa
Name: Kim Sousa
Title: Director

By: /s/ Elaine Tung
Name: Elaine Tung
Title: Director

[**] - Confidential or proprietary information redacted.

THE BANK OF NEW YORK MELLON,
as Co-Syndication Agent and as a Lender

By:/s/Richard Fromapfel, Jr.
Name: Richard Fromapfel, Jr.
Title: Vice President

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

HSBC BANK USA, N.A.,
as Co-Syndication Agent and as a Lender

By: /s/Alan S. Giaimis FVP
Name: Alan S. Giaimis
Title: First Vice President

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

WELLS FARGO BANK, N.A.
as a Lender

By: /s/Don Schwartz
Name: Don Schwartz
Title: Senior Vice President

[**] - Confidential or proprietary information redacted.

THE ROYAL BANK OF SCOTLAND PLC
as a Lender

By: /s/Iain Stewart
Name: Iain Stewart
Title: Managing Director

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

BANK OF AMERICA, N.A.
as a Lender

By: /s/Steven J. Melicharek
Name: Steven J. Melicharek
Title: Senior Vice President

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

U.S. BANK N.A.
as a Lender

By: /s/Christopher T. Kordes
Name: Christopher T. Kordes
Title: Senior Vice President

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

BANK OF TOKYO-MITSUBISHI UFJ
TRUST COMPANY
as a Lender

By: /s/Lillian Kim
Name: Lillian Kim
Title: Vice President

[**] - Confidential or proprietary information redacted.

DE LAGE LANDEN FINANCIAL SERVICES, INC.
as a Lender

By: /s/Patrick Smith
Name: Patrick Smith
Title: VP Credit

[**] - Confidential or proprietary information redacted.

LEHMAN COMMERCIAL PAPER INC.
as a Lender

By: /s/Ahuva Schwager
Name: Ahuva Schwager
Title: Authorized Signatory

Signature Page to the Henry Schein, Inc. Credit Agreement

[**] - Confidential or proprietary information redacted.

WILLIAM STREET LLC
as a Lender

By: /s/Mark Walton
Name: Mark Walton
Title: Authorized Signatory

[**] - Confidential or proprietary information redacted.

SCHEDULE I

COMMITMENTS

LENDER	MULTICURRENCY COMMITMENT ($)	REVOLVING CREDIT COMMITMENT (S)
JPMorgan Chase Bank, N.A.	15,000,000	45,000,000
HSBC Bank USA, N.A.	12,500,000	37,500,000
The Bank of New York Mellon	12,500,000	37,500,000
UniCredit Markets & Investment Banking	12,500,000	37,500,000
Wells Fargo Bank, N.A.	7,500,000	22,500,000
The Royal Bank of Scotland plc	7,500,000	22,500,000
Bank of America, N.A.	7,500,000	22,500,000
U.S. Bank N.A.	7,500,000	22,500,000
Bank of Tokyo-Mitsubishi UFJ Trust Company	7,500,000	22,500,000
De Lage Landen Financial Services	5,000,000	15,000,000
Lehman Commercial Paper Inc.	2,500,000	7,500,000
William Street LLC	2,500,000	7,500,000
TOTAL	100,000,000	300,000,000

[**] – Confidential or proprietary information redacted.

Schedule II

		Letters of Credit			
Description	**Issued**	**Maturity/ Paydown**	**Auto-Renewal**	**Beneficiary**	**Outstanding Liability**
Letter of Credit (T201378)	05/30/2000	06/30/2009	Yes-90 Day Notice	Travelers	1,050,000.00
Letter of Credit (T213763)	06/12/2001	05/02/2009	Yes-30 Day Notice	Zurich American	7,082,000.00
Letter of Credit (T244719)	01/20/2004	03/01/2009	Yes-60 Day Notice	ARC (Travel)	50,000.00
Letter of Credit (T316540)	04/16/2007	10/30/2008	Yes-45 Day Notice	CSC Holdings Inc.	1,000,000.00
Letter of Credit (T397579)	10/05/2007	09/17/2008	Yes-45 Day Notice	Liberty Mutual	1,800,000.00
Letter of Credit (S264396)	12/04/2007	12/04/2008	Yes-45 Day Notice	PP&L	89,885.00
Total Credit Used	-	-			**11,071,885.00**

[**] – Confidential or proprietary information redacted.

Schedule 5.10 Disclosure Matters

None

[**] – Confidential or proprietary information redacted.

Portions of this schedule have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

CONFIDENTIAL
Schedule 5.14

(a)

	Entity	**Domestic vs. Int'l**	**Incorporated**	**Ownership**
1.	AD Holdings General Partnership	D	Texas 8/11/03	AD-LB Supply Corp. 99% interest and S&S Discount Supply, Inc.-1% interest
2.	AD-LB Supply Corp.	D	New York 5/10/91	100% owned by Henry Schein, Inc.
3.	AMS Acquisition Corp.	D	Delaware 10/23/03	100% by Henry Schein, Inc.
4.	AMS Holdings I, LLC	D	Delaware 12/29/05	100% owned by AMS Acquisition Corp.
5.	AMS TM, LLC	D	Delaware 12/29/05	100% owned by AMS Holdings I, LLC
6.	Axis Dental Corporation	D	Texas 3/20/96	AD Holdings General Partnership has rights, convertible at our option, into 65% in the company. Perry Lowe and Wayne Brown own 35%.
7.	**[**]**	[**]	[**]	[**]
8.	Becker-Parkin Dental Supply Co., Inc.	D	New York 7/25/73	100% owned by S & S Discount Supply, Inc.
9.	Caligor Physicians & Hospital Supply Corp.	D	New York 12/4/84	100% owned by Micro Bio-Medics, Inc.
10.	Camlog USA, Inc.	D	Delaware 10/8/03	100% by Henry Schein, Inc.
11.	Custom Milling Center, Inc.	D	Colorado 8/31/05	50% owned by Henry Schein, Inc. and 50% owned by Robert P. Miller
12.	D&C Acquisition Corp.	D	Delaware 10/23/03	100% owned by Henry Schein, Inc.
13.	D&C Holdings I, LLC	D	Delaware 12/29/05	100% owned by (sole member) D&C Acquisition Corp.
14.	D&C TM, LLC	D	Delaware 12/29/05	100% owned by (sole member) D&C Holdings I, LLC
15.	Gem Medical Acquisition Corp.	D	Delaware 7/30/08	100% owned by Henry Schein, Inc.
16.	General Injectables & Vaccines, Inc. (GIV)	D	Virginia 11/2/83	100% by GIV Holdings, Inc.
17.	General Systems Design Inc.	D	Florida 8/5/75	49% owned by Software of Excellence International Limited
18.	GIV Holdings, Inc.	D	Delaware 11/28/95	100% by Henry Schein, Inc.

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
19.	Handpiece Parts & Repairs, Inc.	D	Delaware 9/22/03	100% owned by Henry Schein, Inc.
20.	Henry Schein Cares Foundation, Inc.	D	New York 1/30/08	100% owned by Henry Schein, Inc.
21.	Henry Schein Europe, Inc.	D	Delaware 10/30/90	100% by Henry Schein, Inc.
22.	Henry Schein Financial Services, Inc.	D	Delaware 7/22/91	100% owned by Henry Schein, Inc.
23.	Henry Schein France Holdings, Inc.	D	Delaware 7/21/92	100% owned by Henry Schein Europe, Inc.
24.	Henry Schein Global Sourcing, Inc.	D	Delaware 1/12/07	100% owned by Henry Schein, Inc.
25.	Henry Schein International LLC	D	Delaware 1/22/08	100% owned by Henry Schein, Inc.
26.	Henry Schein Internet, Inc.	D	Delaware 4/17/02	100% owned by Henry Schein, Inc.
27.	Henry Schein Italy LLC	D	Delaware 9/13/07	100% owned by Henry Schein Europe, Inc. (sole member)
28.	Henry Schein (Lancaster, PA.) Inc.	D	Pennsylvania 1/8/98	100% by Henry Schein, Inc.
29.	Henry Schein Latin America Pacific Rim Inc.	D	Delaware 10/24/97	100% owned by Henry Schein, Inc.
30.	Henry Schein Medical Systems, Inc.	D	Ohio 7/30/87	55% owned by Henry Schein, Inc. and 45% owned by the Ajit and Sangita Kumar Revocable Trust
31.	Henry Schein New Zealand Holding Co.	D	Delaware 5/25/07	100% owned by Henry Schein Latin America Pacific Rim, Inc.
32.	Henry Schein PPT, Inc.	D	Wisconsin 11/1/95	100% by Henry Schein, Inc.
33.	Henry Schein Practice Solutions Inc.	D	Utah 9/16/85	100% owned by Henry Schein, Inc.
34.	Henry Schein Puerto Rico, Inc.	D	Puerto Rico 8/13/03	100% owned by Henry Schein, Inc.
35.	Henry Schein Supply, Inc.	D	New York 12/29/87	100% by Henry Schein, Inc.
36.	HPR Holdings I, LLC	D	Delaware 12/29/05	100% owned by Handpiece Parts & Repairs, Inc.
37.	HPR TM, LLC	D	Delaware 12/29/05	100% owned by HPR Holdings I, LLC
38.	HS Beneficiary Services, LLC	D	Delaware 11/15/07	100% owned by HS Financial, Inc., as sole member
39.	HS Brand Management, Inc.	D	Delaware 9/29/05	100% owned by Henry Schein, Inc.
40.	HS Finance Company, LLC	D	Delaware 11/15/07	100% owned by HS Trust

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
41.	HS Financial Holdings, Inc.	D	Delaware 9/29/05	100% owned by Henry Schein, Inc.
42.	HS Financial, Inc.	D	Delaware 9/29/05	100% owned by HS Financial Holdings, Inc.
43.	HS France Finance LLC	D	Delaware 3/23/2004	100% owned by Henry Schein France Holdings, Inc., as sole member
44.	HS Manager Services, LLC	D	Delaware 11/15/07	100% owned by HS Financial, Inc., as sole member
45.	HS TM, LLC	D	Delaware 9/29/05	100% owned by HS TM Holdings, LLC
46.	HS TM Holdings, LLC	D	Delaware 9/29/05	100% owned by Henry Schein, Inc.
47.	HSI Gloves, Inc.	D	Delaware 10/24/03	100% owned by Henry Schein, Inc.
48.	HSI RE I, LLC	D	Delaware 6/4/01	100% owned by Henry Schein, Inc.
49.	Insource, Inc.	D	Virginia 5/10/91	100% by General Injectables & Vaccines, Inc.
50.	Lesam, Inc. also trading as S & S Orthodontics	D	Delaware 7/23/97	51% by S & S Discount Supply, Inc., 49% owned by Becker Parkin a/k/a S&S Orthodontics
51.	MBM Hospital Supply Corp.	D	New York 11/20/87	100% owned by Micro Bio-Medics, Inc.
52.	MedCorp Acquisition Company, Inc.	D	Delaware 3/24/06	100% owned by Henry Schein, Inc.
53.	Micro Bio-Medics, Inc.	D	New York 7/2/71	100% owned by Henry Schein, Inc.
54.	National Logistics Services LLC	D	Delaware 11/10/97	100% by Henry Schein, Inc.
55.	RX Innovations of America Inc.	D	Delaware 6/9/04	100% owned by Henry Schein, Inc.
56.	S & S Discount Supply, Inc.	D	Delaware 1/18/96	100% owned by Henry Schein, Inc.
57.	Sherman Specialty LLC	D	New York 1/28/99	51% owned by Toy Products Corp. – 49% owned by Sherman Specialty, Inc.
58.	[**]	[**]	[**]	[**]
59.	Universal Footcare Holdings Corp.	D	Delaware 4/19/94	100% owned by Henry Schein, Inc.
60.	Universal Footcare Products, Inc.	D	Delaware 4/19/94	100% owned by Universal Footcare Holdings Corp.
61.	The Advanced Group Limited	I	United Kingdom	100% owned by Software of Excellence UK Limited

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
62.	The Advanced Healthcare Computing Limited	I	United Kingdom	100% owned by Software of Excellence UK Limited
63.	Alta Medica Biotechnologies SARL	I	France 8/11/06	100% owned by Henry Schein France Services SARL
64.	Altatec Gmbh	I	Germany	100% owned by Camlog Holdings GmbH
65.	BA (Belgie), Limited	I	United Kingdom 12/21/95	100% owned by BA International Ltd.
66.	BA Dental Europa, SA	I	Spain	78% by BA International Ltd.
67.	BA International, Limited	I	United Kingdom 11/18/91	100% Henry Schein UK Holdings Ltd.
68.	BA (Deutschland) Limited	I	United Kingdom	100% owned by BA International Ltd.
69.	BA FRANCE Eurl	I	France 10/04	100% owned by Henry Schein France Services SARL
70.	[**]	[**]	[**]	[**]
71.	**[**]**	[**]	[**]	[**]
72.	**[**]**	[**]	[**]	[**]
73.	[**]	[**]	[**]	[**]
74.	[**]	[**]	[**]	[**]
75.	BDG UK Holdings Limited	I	United Kingdom 7/1/88	100% owned by Henry Schein UK Holding Ltd.
76.	Blackwell Supplies Limited	I	United Kingdom	100% owned Henry Schein Limited
77.	Blitz HH02-650 GmbH HRB 43277 AG Offenbach	I	Germany	98.04% Henry Schein Holding GmbH 1.96 Henry Schein GmbH
78.	Budget Dental Supplies Limited	I	United Kingdom 4/22/88	100% owned by Henry Schein UK Holdings Ltd.
79.	Camlog Biotechnologies AG	I	Switzerland	100% owned by Camlog Holdings AG
80.	Camlog Espana SA.	I	Spain	100% owned by Camlog Holdings AG
81.	Camlog Holding GmbH	I	Germany	100% owned by Camlog Holdings AG
82.	Camlog Holding AG	I	Switzerland	50.1% by Henry Schein Europe, Inc.
83.	Camlog Schweiz AG	I	Switzerland 8/29/06	100% owned by Camlog Holdings AG
84.	Camlog Vertriebs GmbH	I	Germany	100% owned by Camlog Holdings GmbH
85.	Camlog Consulting GmbH	I	Germany	100% owned by Camlog Holdings GmbH

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
86.	CFB Handels GmbH, Wien	I	Austria 1998	100% by Heiland Medical Vertriebs-GmbH Wien
87.	Civilscene Limited	I	United Kingdom 12/19/96	100% owned by Henry Schein UK Holdings Ltd.
88.	Compudent Limited	I	United Kingdom	100% owned by Software of Excellence UK Limited
89.	Cooperative Univeto	I	France	Hippocampe Caen, Hippocampe Nevers & Hippocampe Bressuire have 12.5% share each Other vet companies:remainder
90.	Dental Express S.A.	I	Belgium	100% owned by Henry Schein N.V.
91.	DE Healthcare Limited	I	United Kingdom	100% owned by Henry Schein UK Holdings Ltd.
92.	Dental Systems Design Limited	I	United Kingdom 9/22/97	100% owned by Henry Schein UK Holdings Ltd
93.	Dentina GmbH HRB 700731 AG Freiburg i. Br.	I	Germany	100% owned by FIRST MED Erste Verwaltungs GmbH
94.	DES Dental Events Gmbh	I	Germany	33.3% owned by Henry Schein Dental Depot GmbH
95.	Distrivet AG	I	Switzerland	100% owned by Provet Holding AG
96.	Ethicare Limited	I	United Kingdom 8/29/95	100% owned by Henry Schein UK Holdings Ltd.
97.	Euro Dental Holding GmbH HRB 34839 AG Offenbach	I	Germany	100% owned by Blitz HH 02-650 GmbH
98.	FIRST MED Erste Verwaltungs GmbH HRB 67186 AG Hamburg	I	Germany	100% owned by Henry Schein GmbH
99.	FIRST MED Zweite Verwaltungs GmbH HRB 67187 AG Hamburg	I	Germany	100% owned by Henry Schein GmbH
100.	Gaudent-Sanitaria s.r.o., Prague	I	Czech Republic	99% owned by Henry Schein European Holding B.V. and 1% owned by Henry Schein C.V.
101.	Golth Dentalwarenhandelsgesellschaft mbH FN 89735 p Wien	I	Austria, Wien 1973	100% owned by Henry Schein Dental Austria GmbH

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
102.	Halas Dental Ltd.	I	Australia 6/29/62	100% owned by HSR Holdings Pty Ltd
103.	Heiland Medical Vertriebs-GmbH FN 102456x Handelsgericht Wien	I	Austria	100% owned by Henry Schein Austria GmbH
104.	HEILAND MED Vertriebsgesellschaft mbH HRB 84871 AG Hamburg	I	Germany	100% owned by FIRST MED Zweite Verwaltungs GmbH
105.	Heiland Schweiz AG	I	Switzeland, Lyssach	100% owned by Provet Holding AG
106.	Heiland Vet GmbH Commercial Register of Lower Court of Hamburg HRB 94775	I	Germany	100% owned by FIRST MED Zweite Verwaltungs GmbH
107.	Heitech Medizintechnik und Service GmbH & Co. KG HRA 92124 AG Hamburg	I	Germany	General Partner: FIRST MED Erste Verw. GmbH; Limited Partner: Henry Schein GmbH
108.	Henry Schein Australia Holdings Pty Limited	I	Australia 6/16/98	100% owned by Henry Schein Latin America Pacific Rim Inc.
109.	Henry Schein Australia Pty Limited	I	Australia 6/16/98	100% owned by Henry Schein Australia Holdings Pty Limited
110.	Henry Schein Austria GmbH FN 238321 y Wien	I	Austria (Vienna) 8/1/03	100% by Henry Schein GmbH
111.	Henry Schein BV	I	Netherlands	100% by Sirona Dental Systems B.V.
112.	Henry Schein Canada, Inc.	I	Canada, Ontario registered corporation 12/27/03	100% by Henry Schein, Inc.
113.	Henry Schein C.V.	I	Netherlands 9/17/07	99% of units owned by Henry Schein Europe, Inc. (General Partner) and 1% owned by Henry Schein Italy LLC (Limited Partner)
114.	Henry Schein Dental Austria GmbH FN 45564 g Wien	I	Austria, Wien 1980	100% owned by Henry Schein Austria GmbH

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
115.	Henry Schein Dental Depot GmbH HRB 35008 AG Offenbach	I	Germany	100% owned by Henry Schein Dental Holding GmbH
116.	Henry Schein Dental Holding Gmbh HRB 34827 AG Offenbach	I	Germany	100% owned by Blitz HH 02-650 GmbH
117.	Henry Schein España Holdings, S.L.	I	Spain	100% owned by Henry Schein Europe, Inc.
118.	Henry Schein España SA	I	Spain	75% by Henry Schein Espana Holdings, S.L. 25% by Laboratorios Clarben, S.A
119.	Henry Schein Europe, B.V.	I	Netherlands	100% Henry Schein BV f/k/a demedis dental B.V.
120.	Henry Schein Europe Limited	I	United Kingdom 4/5/01	100% by Henry Schein UK Finance Ltd.
121.	Henry Schein European Holding B.V.	I	Netherlands	100% owned by Henry Schein C.V.
122.	Henry Schein France Holding EURL	I	France 11/20/03	100% owned by Henry Schein France Holdings Inc.
123.	Henry Schein France SCA	I	France, Paris	98.67% owned by Henry Schein France Services SARL; 1.33% owned by Henry Schein France Holdings, Inc.
124.	Henry Schein France Services SARL	I	France	99.99% owned by Henry Schein France Holdings EURL, .01% owned by Henry Schein France Holdings Inc.
125.	Henry Schein Funding Group (partnership)	I	Canada, Ontario	99% by Henry Schein, Inc. and 1% by Henry Schein Europe.
126.	Henry Schein GmbH HRB 43302 AG Offenbach	I	Germany	100% owned by Henry Schein Holding GmbH
127.	Henry Schein Grundstucks-Vermietungsgesgesellschaft mbH & Co. Objekt Zarrentin OHG HRA 40987 AG Offenbach	I	Germany	98% owned by HLZ Logistik GmbH, 2% owned by Henry Schein GmbH
128.	Henry Schein Holding GmbH HRB 43352 AG Offenbach	I	Germany	100% owned by Henry Schein Europe, Inc.
129.	Henry Schein Ireland Limited	I	Ireland 5/3/95	100% Wholly owned subsidiary of Henry Schein UK Holdings Ltd.
130.	Henry Schein Italia Srl	I	Italy 9/18/07	100% owned by Henry Schein Medical B.V.

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
131.	Henry Schein (KM) Limited	I	Northern Ireland 9/28/73	100% owned by Henry Schein UK Holdings Ltd.
132.	Henry Schein Limited	I	United Kingdom 5/30/84	100% owned by Henry Schein UK Holdings Ltd.
133.	Henry Schein (Malaysia) SDN. BHD.	I	Malaysia 5/14/07	100% owned by Henry Schein Global Sourcing, Inc.
134.	Henry Schein Medical Technologies Ltd.	I	Israel	100% owned by Henry Schein Latin America Pacific Rim Inc.
135.	Henry Schein Midlist B.V.	I	Netherlands	50.1% owned by Henry Schein Latin America Pacific Rim Inc.
136.	Henry Schein New Zealand	I	New Zealand 6/8/07	100% owned by Henry Schein New Zealand Holding Co.
137.	Henry Schein NV	I	Belgium	14,999 shares by Henry Schein, Inc. And 1 share by demedis dental B.V.
138.	Henry Schein Regional Limited	I	New Zealand 6/15/98	50.1% owned by Henry Schein Latin America Pacific Rim Inc., 44.9% by Regional Health Limited, 5% by Macro Health Limited
139.	Henry Schein Regional Pty Limited (Unit Trust)	I	Australia 5/10/89	50.1% owned by Henry Schein Australia Pty Limited
140.	Henry Schein Technologies (Ireland) Limited	I	United Kingdom 9/26/97	100% owned by Software of Excellence UK Ltd.
141.	Henry Schein Technologies Limited	I	United Kingdom 6/13/89	100% owned by Software of Excellence UK Ltd.
142.	Henry Schein UK Finance Limited	I	United Kingdom 6/25/98	100% owned by Henry Schein Europe, Inc.
143.	Henry Schein UK Holdings Limited	I	United Kingdom 2/4/91	100% by Henry Schein UK Finance Limited
144.	Henry Schein Wigro Van der Kuip B.V.	I	Netherlands	100% owned by Henry Schein BV
145.	Henry Schein Software of Excellence Finance Ltd.	I	Cayman Islands 7/15/08	100% owned by Henry Schein C.V.
146.	Hippocampe EVI	I	France	Outstanding shares: Henry Schein France Service: 40.8% Mega Industrie: 40.8%; Hippocampe Nevers: 9.76%; (non-voting) Hippocampe Bressuire: 8,61% (non-voting). Voting shares: Henry Schein France Service: 50% Mega Industrie: 50%

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
147.	Hippocampe Caen	I	France	Hippocampe EVI 68,59%, 173 other shareholders 31,41%
148.	Hippocampe Nevers	I	France	95% held by Hippocampe Caen 4.5% held by Medicavet
149.	Hippocampe Bressuire	I	France	96,99% held by Hippocampe Caen 3.01% held by minorities
150.	HLZ Logistik GmbH Commercial Register of Lower Court of Schwerin HRB 8895	I	Germany	100% owned by Henry Schein GmbH
151.	HS Trust	I	British Virgin Island 12/6/07	Nerine Trust Company (BVI) Limited = Trustee 100% owned by HS Beneficiary Services, LLC = beneficiary
152.	HSLA Unit Trust	I	Australia	100% owned by Henry Schein Regional Pty Ltd. (Unit Trust) (Kraft No. 3 is the trustee company of HSLA Unit Trust. Kraft No. 3 is owned by Jacob Selinger pursuant to a Declaration Trust.)
153.	HSR Holdings Pty Limited	I	Australia 5/12/05	100% owned by Henry Schein Regional Pty Limited (Unit Trust)
154.	Inter-Dental Equipment Limited	I	United Kingdom	100% owned by Henry Schein UK Holdings Ltd.
155.	Kent Dental Limited	I	United Kingdom 4/17/80	100% by BDG UK Holdings Limited
156.	Kent Express Limited	I	United Kingdom 8/3/99	100% owned by Henry Schein UK Holdings Ltd.
157.	Krugg S.p.A.	I	Italy	100% owned by Henry Schein Italia Srl
158.	**[**]**	[**]	[**]	[**]
159.	**[**]**	[**]	[**]	[**]
160.	**[**]**	[**]	[**]	[**]
161.	MediQuick Arzt- und Krankenhausbedarfshandel GmbH HRB 110796 AG Osnabrueck	I	Germany	100% owned by FIRST MED Zweite Verwaltungs GmbH

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
162.	Megadental SAS	I	France	49.92% owned by Henry Schein France SCA, 14.98% owned by Henry Schein France Services SARL, 0.10% owned by Henry Schein France Holdings, Inc.
163.	Minerva Dental Limited	I	United Kingdom	100% Henry Schein UK Holding Limited
164.	Nordenta Handelsgesellschaft mbH HRB 85039 AG Hamburg	I	Germany	100% owned by FIRST MED Erste Verwaltungs GmbH
165.	PxD Praxis-Discount GmbH Commercial Register of Lower Court of Osnabruck HRB	I	Germany	100% owned by FIRST MED Zweite Verwaltungs GmbH
166.	Petco AG	I	Switzerland	100% owned by Provet Holding AG
167.	Porter Nash Limited	I	United Kingdom 9/6/78	50% owned by Specorder Ltd and 50% Civilscene Ltd.
168.	Promed Vertriebsgesellschaft mbH & Co. KG HRA 73311 AG Munchen	I	Germany	General Partner: FIRST MED Zweite Verw. GmbH; Limited Partner: HLZ Logistik GmbH
169.	Protec Australia Pty Limited	I	Australia 4/23/04	100% owned by Kraft No.3 Pty Limited. Kraft No.3 Pty Limited Director is Jacob Selinger. 100% of the shares in Kraft No.3 Pty Ltd are held on Trust for HSLA Unit Trust pursuant to Declaration of Trust. 100% of the units in HSLA Unit Trust are owned by Henry Schein Regional Pty Limited (Unit Trust) (trustee for Henry Schein Regional United Trust).
170.	Provet AG	I	Switzerland 12/14/93	100% Provet Holding AG
171.	Provet Holding AG	I	Switzerland	100% owned by Henry Schein Holding GmbH
172.	Quayle Dental Manufacturing Ltd.	I	United Kingdom 1/22/97	100% by Henry Schein UK Holdings Ltd.
173.	**[**]**	[**]	[**]	[**]
174.	S-Dent spol. s.r.o.	I	South Central Czech Republic	100% owned by Gaudent Santaria s.r.o.
175.	S-Dent spol. s.r.o. (Slovakia)	I		93% owned by S-Dent spol s.r.o. (Czech Republic) and 7% owned by Henry Schein Austraia GMBH
176.	Shalfoon Bros Limited	I	New Zealand 12/22/47	100% owned by Henry Schein Regional Limited
177.	Shvadent Ltd.	I	Israel	Owned 10% by Dental Express S.A. – 90% not owned by Henry Schein, Inc.

[**] – Confidential or proprietary information redacted.

	Entity	Domestic vs. Int'l	Incorporated	Ownership
178.	Sirona Dental Systems B.V.	I	Netherlands	72.7% owned by Henry Schein Europe, Inc. (1595 shares) and 27.3% owned by Henry Schein Dental Holding GmbH (600 shares)
179.	Software of Excellence Asia Pacific Limited	I	New Zealand 4/9/01	100% owned by Software of Excellence International Limited
180.	Software of Excellence Australia Limited	I	New Zealand 12/16/99	100% owned by Software of Excellence International Limited
181.	Software of Excellence International Limited	I	New Zealand 12/24/90	100% owned by Henry Schein New Zealand
182.	Software of Excellence United Kingdom Holdings Limited	I	United Kingdom 05/12/2008	100% owned Henry Schein C.V.
183.	Software of Excellence United Kingdom Limited	I	United Kingdom	100% owned by Software of Excellence International
184.	Spain Dental Express S.A.	I	Spain	100% by Henry Schein Espana SA
185.	Specorder Limited	I	United Kingdom 12/19/96	100% owned by Henry Schein UK Holdings Ltd.
186.	Tierarztebedarf Jochen Lehnecke GmbH HRB 2730 AG Wihelmshaven	I	Germany	100% owned by FIRST MED Zweite Verwaltungs GmbH
187.	Vetco AG	I	Switzerland	100% owned by Provet Holding AG
188.	W. & J. Dunlop Limited	I	Scotland	100% owned by Henry Schein UK Holdings Limited
189.	Zahn Dental Supplies Limited	I	United Kingdom 8/24/93	100% Ordinary Shares owned by Henry Schein UK Holdings Ltd.

(b)

	Entity	Domestic vs. Int'l	Incorporated	Ownership
1.	**[**]**	[**]	[**]	[**]

[**] – Confidential or proprietary information redacted.

Schedule 8.2
Liens

Entity	Lien	Amount USD
Henry Schein Canada	Capital Lease	116,392
Diamond Dental Corp	Capital Lease/PPE	73,332
North America		**189,724**
Henry Schein France	Capital Lease	614,067
Camlog International	Capital Lease	6,762,939
Henry Schein UK	Capital Lease/PPE	1,455,450
Henry Schein Spain	Capital Lease	42,292
Henry Schein Germany	Capital Lease/PPE	111,720
Henry Schein Australia	Capital Lease	256,267
International		**9,242,735**
Grand Total		**9,432,459**

[**] – Confidential or proprietary information redacted.

Schedule 8.3
Subsidiary Indebtedness

Entity	Currency	Facility Local Currency	Facility USD
Henry Schein, Inc. (Letters of Credit)	USD	11,071,885	11,071,885
Universal Footcare Products	USD	379,326	379,326
Micro Systems, Inc.	USD	4,000	4,000
Henry Schein Canada	CAD	117,649	116,392
Diamond Dental Corp	USD	73,332	73,332
North America			**11,644,935**
Henry Schein France	EUR	1,043,317	1,647,690
Camlog International	EUR	11,934,228	18,847,485
Henry Schein UK	GBP	910,915	1,817,230
Henry Schein Spain	EUR	26,779	42,292
Henry Schein Germany	EUR	56,001	111,720
Henry Schein Australia	AUD	266,671	256,267
International			**22,722,684**
Grand Total			**34,367,619**

[**] – Confidential or proprietary information redacted.

Schedule 8.8 **Restrictive Agreements**

1. Note Purchase Agreements dated as of June 30, 1999 and September 25, 1998, respectively, as amended, between the Borrower and the various note holders party thereto.

[**] – Confidential or proprietary information redacted.

EXHIBIT A

FORM OF REVOLVING CREDIT LOAN BORROWING NOTICE

_____, 20__

JPMorgan Chase Bank, N.A.
as Administrative Agent
395 North Service Road, Suite 302
Melville, New York 11747

Attention: _____

Ladies and Gentlemen:

The undersigned, Henry Schein, Inc., a Delaware corporation, refers to that certain Credit Agreement dated as of September 5, 2008 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among the undersigned, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hyo-undVereinsbank AG, New York Branch, as Co-Syndication Agents. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein. Pursuant to subsection 2.2(a) of the Credit Agreement, the hereby requests Revolving Credit Loans under the Credit Agreement and in that connection sets forth below the information relating to such Revolving Credit Loans (the "Proposed Loan"), as required by subsection 2.2(b) of the Credit Agreement.

1. The aggregate amount of the Proposed Loan is [US$_____] [Available Foreign Currency amount].

2. The Borrowing Date of the Proposed Loan is _____, 20____.

3. The Type of Proposed Loan will be [a LIBOR Loan] [an ABR Loan] [a combination of a LIBOR Loan in the amount of [US$_____] [Available Foreign Currency amount] and an ABR Loan in the amount of [US$_____] [Available Foreign Currency amount].

4. [With regard to the LIBOR Loan, the length of the initial Interest Period shall be _____ months.]

5. Account information: [_____]

[**] – Confidential or proprietary information redacted.

The undersigned hereby certifies that the following statements are true on the date hereof and will be true on the date of the Proposed Loan:

a. The representations and warranties contained in each Loan Document and certificate or other writing delivered to the Lenders prior to, on or after the Closing Date and on or prior to the date for the Proposed Loan (excluding the representations made in subsections 5.2 and 5.6 of the Credit Agreement) are correct on and as of the date hereof in all material respects as though made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date; and

b. No Default or Event of Default has occurred and is continuing or would result from the making of the Proposed Loan as of the date hereof.

Very truly yours,

HENRY SCHEIN, INC.

By: _____
Name: _____
Title: _____

[**] – Confidential or proprietary information redacted.

EXHIBIT B

FORM OF SWINGLINE LOAN BORROWING NOTICE

_____, 20__

JPMorgan Chase Bank, N.A.
as Swingline Lender
1111 Fannin, 10th Floor
Houston, Texas 77002

Attention:

Ladies and Gentlemen:

The undersigned, Henry Schein, Inc., a Delaware corporation, refers to that certain Credit Agreement dated as of September 5, 2008 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among the undersigned, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- undVereinsbank AG, New York Branch, as Co-Syndication Agents. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein. Pursuant to subsection 2.4(a) of the Credit Agreement, the undersigned hereby requests a Swingline Loan under the Credit Agreement and in that connection sets forth below the information relating to such Swingline Loan (the "Proposed Loan"), as required by subsection 2.4(a) of the Credit Agreement.

6. The aggregate amount of the Proposed Loan is US$_____.

7. The Proposed Loan is to be comprised of [Fed Funds Loans] [ABR Loans].

8. The Borrowing Date of the Proposed Loan is _____, 20____.

9. Account information: [_____]

The undersigned hereby certifies that the following statements are true on the date hereof and will be true on the date of the Proposed Loan:

c. The representations and warranties contained in each Loan Document and certificate or other writing delivered to the Lenders prior to, on or after the Closing Date and on or prior to the date for the Proposed Loan (excluding the representations made in subsections 5.2 and 5.6 of the Credit Agreement) are correct on and as of the date hereof in all material respects as though made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date; and

[**] – Confidential or proprietary information redacted.

d. No Default or Event of Default has occurred and is continuing or would result from the making of the Proposed Loan as of the date hereof.

Very truly yours,

HENRY SCHEIN, INC.

By: _____
Name: _____
Title: _____

[**] – Confidential or proprietary information redacted.

EXHIBIT C

FORM OF ASSUMPTION AGREEMENT

_____, 20__

JPMorgan Chase Bank, N.A.
as Administrative Agent under the
Credit Agreement referred to below

Ladies and Gentlemen:

Reference is made to the Credit Agreement (as it may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of September 5, 2008 between Henry Schein, Inc. (the "Borrower"), the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents. Terms defined in the Credit Agreement are used herein as defined therein.

The Borrower and [_____] (the "Assuming Lender") each hereby agree as follows:

1. The Assuming Lender propose to become an Assuming Lender pursuant to subsection 2.7 of the Credit Agreement with a Commitment in the amount of $_____ and, in that connection, hereby agreed with the Administrative Agent and the Borrower that it shall become a Lender for all purposes of the Credit Agreement on the applicable Commitment Increase Date.

2. The Assuming Lender (a) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assumption Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (c) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement as are delegated to the Administrative Agent by the terms thereto; and (d) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender.

3. Following the execution thereof, this Assumption Agreement will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Assumption Agreement (the "Effective Date") shall be the applicable Commitment Increase Date.

[**] – Confidential or proprietary information redacted.

4. Upon the satisfaction of the applicable conditions set forth in subsection 2.7 of the Credit Agreement and upon such acceptance and recording by the Administrative Agent, as of the Effective Date, the Assuming Lender shall be a party to the Credit Agreement and have all of the rights and obligations of a Lender hereunder.

5. This Assumption Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

6. This Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assumption Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Assumption Agreement.

IN WITNESS WHEREOF, the Borrower and the Assuming Lender have caused this letter to be duly executed and delivered as of the date first above written.

Very truly yours,

HENRY SCHEIN, INC.

By: _____
Name:
Title:

[NAME OF ASSUMING LENDER]

By: _____
Name:
Title:

Accepted this ____ day of _____, 20____:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

[**] – Confidential or proprietary information redacted.

EXHIBIT D

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Henry Schein, Inc. (the "Borrower"), the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- undVereinsbank AG, New York Branch, as Co-Syndication Agents. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. (the "Non-U.S. Lender") is providing this certificate pursuant to subsection 3.10(b) of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants to the Administrative Agent and Borrower that:

1. The Non-U.S. Lender is the sole record and beneficial owner of the Loans in respect of which it is providing this certificate.

2. The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In this regard, the Non-U.S. Lender further represents and warrants that:

(a) the Non-U.S. Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the Non-U.S. Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

3. The Non-U.S. Lender is not a 10-percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

4. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(c) of the Code.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-U.S. LENDER]

By: _____
Name:
Title:

Date: _____

[**] – Confidential or proprietary information redacted.

EXHIBIT E

FORM OF REVOLVING CREDIT NOTE

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

REVOLVING CREDIT NOTE

$_____ New York, New York

FOR VALUE RECEIVED, the undersigned, Henry Schein, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of [ ] (the "Lender") or its registered assigns, at the office of JPMorgan Chase Bank, N.A., located at 395 North Service Road, Suite 302, Melville, New York 10747, in lawful money of the United States of America and in immediately available funds, on the Termination Date (as defined in the Credit Agreement (as defined below)), the aggregate unpaid principal amount of all Revolving Credit Loans (as defined in the Credit Agreement (as defined below); capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement) made by the Lender to the Borrower pursuant to subsection 2.1 of the Credit Agreement (as defined below). The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount of Revolving Credit Loans made by the Lender from time to time outstanding at the rates and on the dates specified in subsection 3.4 of the Credit Agreement.

The holder of this Note is authorized to endorse on the schedules annexed hereto and made a part hereof, or on a continuation thereof which shall be attached hereto and made a part hereof, the date, Type and amount of each Revolving Credit Loan made by the Lender and the date and amount of each payment or prepayment of principal thereof, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of LIBOR Loans, the length of each Interest Period and LIBO Rate with respect thereto, provided that the failure to make any such endorsement or any error in such endorsement shall not affect the obligation of the Borrower under the Credit Agreement.

This Note (a) is one of the Revolving Credit Notes referred to in the Credit Agreement, dated as of September 5, 2008, among the Borrower, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement. All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind (except as expressly provided in the Credit Agreement and the Loan Documents, including, without limitation, Section 9 of the Credit Agreement).

THIS REVOLVING CREDIT NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK

HENRY SCHEIN, INC.

By: _____
Title:

[**] – Confidential or proprietary information redacted.

Schedule A
to Revolving Credit Note

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF ABR LOANS

Date	Amount of ABR Loans	Amount Converted to ABR Loans	Amount of Principal of ABR Loans Repaid	Amount of ABR Loans Converted to Eurodollar Loans	Unpaid Principal Balance of ABR Loans	Notation Made By

Schedule B
to Revolving Credit Note

LOANS, CONVERSIONS AND REPAYMENTS OF LIBOR LOANS

Date	Amount of LIBOR Loans	Amount Converted to or Continued as LIBOR Loans	Interest Period with LIBO Rate with Respect Thereto	Amount of Principal of LIBOR Loans Prepaid	Amount of LIBOR Loans Converted to ABR Loans	Unpaid Principal Balance of LIBOR Loans	Notation Made By

[**] – Confidential or proprietary information redacted.

EXHIBIT F

FORM OF SWINGLINE NOTE

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

SWINGLINE NOTE

$_____ New York, New York

FOR VALUE RECEIVED, the undersigned, Henry Schein, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of JPMorgan Chase Bank, N.A. (the "Swingline Lender") and its registered assigns, on the Termination Date as defined in the Credit Agreement referred to below, at its office located at 1111 Fannin, 10th Floor, Houston, Texas 77002, in lawful money of the United States of America and in immediately available funds, the aggregate unpaid principal amount of all Swingline Loans made by the Swingline Lender to the Borrower pursuant to subsection 2.3 of the Credit Agreement (as defined below). The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount of Swingline Loans made by the Lender from time to time outstanding at the rates and on the dates specified in subsection 3.4 of the Credit Agreement. The holder of the Swingline Note is authorized to record the date, Type and amount of each Swingline Loan made by the Swingline Lender pursuant to section 2.3 of the Credit Agreement and the date and amount of each payment or prepayment of the principal hereof on Schedule A annexed hereto and made a part hereof, provided that the failure to make any such recordation (or any error in such recordation) shall not affect the obligations of the Borrower under the Credit Agreement.

This Swingline Note is the Swingline Note referred to in the Credit Agreement, dated as of September 5, 2008, among the Borrower, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents (as the same may from time to time be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), capitalized terms used herein but not defined shall have the meanings given to them in the Credit Agreement), is entitled to the benefits thereof, is secured as provided therein and is subject to optional and mandatory prepayment in whole or in part as provided therein.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Swingline Note shall become, or may be declared to be, immediately due and payable as provided therein. All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind (except as expressly provided in the Credit Agreement and the Loan Documents, including, without limitation, Section 9 of the Credit Agreement).

THIS SWINGLINE NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK

HENRY SCHEIN, INC.

By: _____

Title:

[**] – Confidential or proprietary information redacted.

Schedule A
to Swingline Note

LOANS, CONVERSIONS AND REPAYMENTS OF SWINGLINE LOANS[1]

Date	Amount of Swingline Loans	Amount of Principal of Swingline Loans Repaid	Unpaid Principal Balance of Swingline Loans	Notation Made By

[1] Specify whether Swingline Loans are ABR Loans or Fed Funds Loans.

[**] – Confidential or proprietary information redacted.

EXHIBIT G

1585 Broadway
New York, NY 10036-8299
Telephone 212.969.3000
Fax 212.969.2900

BOCA RATON
BOSTON CHICAGO
LONDON
LOS ANGELES
NEW ORLEANS
NEWARK
PARIS
SAO PAULO
WASHINGTON

PROSKAUER ROSE LLP

September 5, 2008

To the Lenders, Administrative Agent and
Co-Syndication Agents
under the Credit Agreement referred to below
c/o JPMorgan Chase Bank, N.A. as Administrative Agent 395 North Service Road
Suite 302
Melville, New York 11747

Ladies and Gentlemen:

We have acted as counsel to Henry Schein, Inc., a Delaware corporation ("Borrower"), in connection with the transactions contemplated by the Credit Agreement, dated as of even date herewith (the "Credit Agreement"), among Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo-UND Verinsbank AG, New York Branch, as Co-Syndication Agents, and the several lenders party thereto. We have been requested to render our opinion to you pursuant to Section 6.1(a)(vii) of the Credit Agreement. Except as otherwise defined herein, capitalized terms used herein have the respective meanings set forth in the Credit Agreement.

(a) For the purposes of this opinion, we have examined the Credit Agreement (which term excludes all agreements, instruments, certificates and documents referred to in the Credit Agreement other then the Credit Agreement itself).

We have also examined such corporate documents and records of the Borrower and such other instruments and certificates of public officials, officers and representatives of the Borrower and other Persons, and we have made such investigation of law, as we have deemed necessary or appropriate for the purposes of this opinion.

In giving this opinion, we have assumed, with your permission, the genuineness of all signatures, the legal capacity of natural persons and the authenticity of all documents we have examined. As to questions of fact relevant to this opinion, with your permission and without any independent investigation or verification, we have relied upon, and assumed the accuracy of, the representations and warranties of each party in the Credit Agreement and have relied upon certificates of officers of the Borrower and written statements of certain public officials. We also have assumed, with your permission and without any independent verification, compliance by each party to the Credit Agreement with its agreements in the respective Credit Agreement (other than those actions which must be taken by the Borrower as a prerequisite to the opinions rendered in paragraphs 2,3 and 4 below), and that the Credit Agreement constitutes the legal, valid and binding obligation of each party to it (other than the Borrower) and is enforceable against each such party (other than the Borrower) in accordance with its terms.

[**] – Confidential or proprietary information redacted.

In addition, we have assumed, with your permission and without any independent verification, that (a) the execution, delivery and performance of each of the Borrower's obligations under the Credit Agreement does not and will not violate, breach or constitute a default under, or require any consent under, (i) any agreement or instrument to which the Borrower or its properties is subject (other than those agreements and instruments as to which we express our opinion in subparagraph 7(d) below); (ii) any statute, rule, law or regulation to which the Borrower is subject (other than statutes, rules and regulations as to which we express our opinion in subparagraph 7(b) below); or (iii) any order, writ, injunction or decree of any governmental authority or any arbitral award (other than orders, writs, injunctions or decrees as to which we express our opinion in subparagraph 7(c) below); and (b) no approval, authorization or other action by, or filing with, any governmental authority (other than those as to which we express our opinion in paragraph 6 below) is required to authorize or is required in connection with the execution, delivery or performance by the Borrower of the Credit Agreement or the transactions contemplated by the Credit Agreement.

Whenever in this opinion any statement is made to "our knowledge" or any statement refers to matters "known to us," it means that none of the attorneys in our firm who has been directly involved in acting as counsel to the Borrower in connection with the transactions provided for in the Credit Agreement presently has actual knowledge and conscious awareness of any fact that would render the statement inaccurate.

Based upon and subject to the foregoing and the comments and qualifications set forth below, we are of the opinion that:

1. Borrower is a corporation validly existing and in good standing under the law of the state of its incorporation and has the requisite corporate power and authority to own and operate its property, to lease the property it operates as lessee, and to conduct the business in which it is currently engaged, in each case, as more particularly described in that certain Annual Report on Form 10-K filed by the Borrower in respect of the fiscal year ended December 29, 2007 (the "Form 10-K").

2. Borrower has the requisite corporate power and authority to enter into and perform the Credit Agreement.

3. The execution, delivery and performance by Borrower of the Credit Agreement to which it is a party has been duly authorized by all requisite corporate action on the part of Borrower.

4. The Credit Agreement has been duly executed and delivered by Borrower.

[**] – Confidential or proprietary information redacted.

5. The Credit Agreement executed and delivered on the date hereof by Borrower constitutes a legal, valid and binding obligation of Borrower, enforceable against it in accordance with its terms.

6. Except for the filing by the Borrower of a Form 8-K describing the consummation of the transactions contemplated by the Credit Agreement, no approval, authorization or other action by, or filing with, any United States federal, state of New York or state of Delaware General Corporation Law governmental authority is required in connection with the execution, delivery or performance of the Credit Agreement by Borrower.

7. The execution, delivery and performance by Borrower of the Credit Agreement to which it is a party do not (a) conflict with or violate the charter or by-laws of Borrower, (b) conflict with or violate any United States federal (including Regulations T, U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 224 and 221) or New York statute, rule or regulation or the Delaware General Corporation Law applicable to the Borrower, which, in our experience, is typically applicable to transactions of the nature contemplated by the Credit Agreement, (c) to our knowledge, violate any order, writ, injunction or decree of any court or Governmental Authority applicable to the Borrower or (d) result in a breach of, constitute a default under, require any consent under, result in the acceleration or required prepayment of any indebtedness pursuant to, or result in the creation or imposition of any lien upon any property of Borrower pursuant to, any contract, agreement, indenture or instrument to which Borrower is a party and which is filed as an Exhibit to the Form 10-K (collectively, the "Material Contracts") (it being understood, however, that we express no opinion with respect to any financial covenant in any Material Contract, insofar as the covenant requires a computation).

8. Except as set forth in Part 1, Item 3 of the Form 10-K, we have no knowledge of any legal or arbitral proceedings, or any proceedings by or before any governmental or regulatory authority, now pending or threatened in writing against Borrower, which, if adversely determined, would result in a Material Adverse Effect.

9. Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

The foregoing opinions are subject to the following comments and qualifications:

A. The opinion contained in paragraph number 5 above concerning the validity, binding effect and enforceability of the Credit Agreement, means that: (i) the Credit Agreement constitute effective contracts, (ii) the Credit Agreement is not invalid in their entirety because of a specific statutory prohibition or public policy and are not subject in their entirety to a contractual defense, and (iii) subject to the balance of this paragraph, the Credit Agreement or applicable New York law provide remedies for enforcement of the obligations created by the Credit Agreement if the Borrower is in material default under the Credit Agreement. The enforceability of each Credit Agreement against the Borrower may be limited or affected by (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in equity or at law), including, without limitation, principles regarding good faith and fair dealing, or other laws affecting the enforcement of creditors' rights and remedies generally, and (ii) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith. In addition, we express no opinion as to the enforceability of (i) self-help provisions, (ii) provisions that purport to establish evidentiary standards, provisions exculpating a party from, or indemnifying a party for (or entitling a party to contribution in a case involving), its own gross negligence, willful misconduct or violation of securities or other laws, (iv) provisions relating to the availability of specific performance, or the release or waiver of any remedies or rights or time periods in which claims are required to be asserted, (v) provisions that allow cumulative remedies, late charges or default interest, (vi) provisions relating to the discharge, disclaimer or waiver of defenses, (vii) provisions relating to choice of law or forum or (viii) contractual provisions which are inconsistent with or which by their terms would vary the rules listed in Section 9602 of the Uniform Commercial Code as in effect in the state of New York (the "UCC").

[**] – Confidential or proprietary information redacted.

B. We express no opinion as to (i) the creation, validity, enforceability, perfection or priority of any security interest; (ii) provisions of the Credit Agreement that authorize any Lender to set off and apply any deposits at any time held, and any other indebtedness at any time owing, by that Lender to and for the account of the Borrower; (iii) subsection 11.12 of the Credit Agreement, insofar as that subsection relates to the subject matter jurisdiction of any United States District Court sitting in the Southern District of New York to adjudicate any controversy relating to the Credit Agreement; and (iv) provisions in the Credit Agreement, insofar as that provision provides for any Borrower's indemnity to any Lender against any loss in obtaining Dollars from a court judgment in another currency.

C. We express no opinion with respect to the effect of any provision of the Credit Agreement which is intended to establish any standard other than a standard set forth in the UCC as the measure of the performance by any party thereto of such party's obligations of good faith, diligence, reasonableness or care or of the fulfillment of the duties imposed on any secured party with respect to the maintenance, disposition or redemption of collateral, accounting for surplus proceeds of collateral or accepting collateral in discharge of liabilities.

[**] – Confidential or proprietary information redacted.

D. We express no opinion with respect to the effect of any provision of the Credit Agreement which is intended to permit modification thereof only by means of an agreement signed in writing by the parties thereto. We express no opinion with respect to the effect of any provision of the Credit Agreement insofar as it provides that any Person purchasing a participation from Lender or other Person may exercise set-off or similar rights with respect to such participation or that any Lender or other Person may exercise set-off or similar rights other than in accordance with applicable law.

E. We express no opinion with respect to the effect of any provision of the Credit Agreement imposing penalties or forfeitures.

F. We express no opinion with respect to the enforceability of any provision of any of the Credit Agreement to the extent that such provision constitutes a waiver of illegality as a defense to performance of contract obligations.

G. The above opinions are hereby specifically qualified by reference to and are based solely upon laws, rulings and regulations in effect on the date hereof, and are subject to modification to the extent that such laws, rulings and regulations may be changed in the future. We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

H. This opinion is limited to the federal law of the United States, the Delaware General Corporation Law and the law of the state of New York, and we express no opinion as to the law of any other jurisdiction.

This opinion is addressed to you and is solely for your benefit and the benefit of your assigns as permitted in accordance with the terms of the Credit Agreement, and only in connection with the transactions contemplated by the Credit Agreement. This opinion may not be relied upon by you for any other purpose or furnished to, circulated, quoted or relied upon by any other person or entity for any purpose without our prior written consent; provided, however, that this opinion may be delivered to your regulators and may be used in connection with any legal or regulatory proceeding to which you or your permitted assigns is a party relating to the subject matter of this opinion.

Very truly yours,

[**] – Confidential or proprietary information redacted.

EXHIBIT H

FORM OF
COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered pursuant to subsection 6.1(a)(ix) of the Credit Agreement, dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), among Henry Schein, Inc. (the "Borrower"), the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo-UND Vereinsbank AG, New York Branch, as Co-Syndication Agents. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

1. I am the duly elected, qualified and acting [Title of Responsible Officer] of the Borrower.

2. I have reviewed and am familiar with the contents of this Certificate.

3. Attached hereto as Attachment 1 are the computations showing compliance with the covenants set forth in subsections 8.1(a) and 8.1(b) of the Credit Agreement.

IN WITNESS WHEREOF, I have executed this Certificate this [ ]th day of September, 2008, solely in my capacity as [Title of Responsible Officer] and not in my individual capacity.

Name:
Title:

[**] – Confidential or proprietary information redacted.

The information described herein is as of _____, _____, and pertains to the period from _____, _____, to ____ _____, _____,.

I. **Subsection 8.1(a) – Consolidated Leverage Ratio.**

A.	Consolidated EBITDA (Line II.A.6 below):	$ _____
B.	Consolidated Total Debt:	$ _____
C.	Leverage Ratio (Line I.B. to Line I.A.):	_____ to 1.00
	Maximum permitted:	3.00 to 1.00

II. **Subsection 8.1(b) – Consolidated Interest Coverage Ratio.**

A.	Consolidated EBITDA:		
	1. Consolidated Operating Income ("COI"):		
	a. Consolidated Gross Profit:		
	(i) Net sales		$ _____
	(ii) Cost of sales		$ _____
	(iii) COI ((i) less (ii))		
	b. Consolidated Operating Expenses:		$ _____
	c. Consolidated Operating Income (Line II.A.1(a)(iii) less Line II.A.1(b))		$ _____
	2. Consolidated Interest Income:		$ _____
	3. Depreciation:		$ _____
	4. Amortization:		$ _____
	5. Designated Charges:		$ _____
	a. Non-cash, non-recurring merger and integration costs		$ _____
	b. Non-cash, non-recurring restructuring costs		$ _____
	c. Total		$ _____
	6. Consolidated EBITDA (Lines II.A.1(c) +2+3+4+5(c)):		$ _____
B.	Consolidated Interest Expense:		$ _____
C.	Interest Coverage Ratio (Line II.A.6 to Line II.B):		_____ to 1.00
	Minimum Required:		4.00 to 1.00

[**] – Confidential or proprietary information redacted.

EXHIBIT I

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Credit Agreement, dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc. (the "Borrower"), the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule 1 hereto (the "Assignor") and the Assignee identified on Schedule 1 hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest descried in Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an "Assigned Facility", collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim and (b) makes no representation or warranty and assumes no financial responsibility with respect to the financial condition of the Borrower, any of its Affiliates or any other obligor or the performance or observance by the Borrower, any of its Affiliates or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto.

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to subsection 5.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents pursuant to the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to subsection 3.10(b) of the Credit Agreement.

[**] – Confidential or proprietary information redacted.

4. The effective date of this Assignment and Acceptance shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the partied hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

[**] – Confidential or proprietary information redacted.

Schedule 1
to Assignment and Acceptance with respect to
the Credit Agreement, dated as of September 5, 2008,
among Henry Schein, Inc. (the "Borrower"),
the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents

Name of Assignor:_____
Name of Assignee:_____
Effective Date of Assignment:_____

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned
	$ _____	_____ _____._____%

Name of Assignee]

By: _____
Title:

[Name of Assignor]

By: _____
Title:

Accepted for Recordation in the Register:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Title:

Required Consents (if any):

HENRY SCHEIN, INC.

By: _____
Title:

JPMORGAN CHASE BANK, N.A. as
Administrative Agent

By: _____
Title:

[**] – Confidential or proprietary information redacted.

EXHIBIT J

GUARANTEE

made by
[NAMES OF SUBSIDIARIES]
in favor of

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Dated as of_____ _____, 20_____

[**] – Confidential or proprietary information redacted.

TABLE OF CONTENTS

[**] – Confidential or proprietary information redacted.

GUARANTEE

GUARANTEE, dated as of_____ , 20___, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Guarantors"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc. (the "Borrower"), the Lenders, the Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Guarantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement may be used in part to enable the Borrower to make valuable transfers to one or more of the other Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a requirement under Section 7.12 of the Credit Agreement that, simultaneously with any Subsidiary becoming a guarantor under any Indebtedness or other obligations under the Note Purchase Agreements or any other debt securities or bank debt issued by the Borrower, such Subsidiary must enter into this Guarantee and thereupon become a Guarantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Guarantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Borrower Obligations": collectively, the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower under the Credit Agreement and the other Loan Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement or any other applicable Loan Document after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement or any other applicable Loan Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes, the other Loan Documents, Swap Agreements entered into with Lenders or their Affiliates or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of the Credit Agreement or any other Loan Document).

[**] – Confidential or proprietary information redacted.

"Guarantee": this Guarantee, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Guarantee (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Guarantee or any other Loan Document).

"Guarantors": as defined in the preamble hereto.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Guarantee shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and Section and Schedule references are to this Guarantee unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

[**] – Confidential or proprietary information redacted.

(c) Subject to Section 2(b), each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off- or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Majority Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released.

[**] – Confidential or proprietary information redacted.

2.5 Guarantee Absolute and Unconditional. Each Guarantor, to the maximum extent permitted by applicable law, waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor, to the maximum extent permitted by applicable law, waives diligence, presentment, protest; demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof, "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

[**] – Confidential or proprietary information redacted.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the New York office of the Administrative Agent.

SECTION 3. THE ADMINISTRATIVE AGENT

Each Guarantor acknowledges that the rights and responsibilities of the Administrative Agent under this Guarantee with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Guarantee shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Guarantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Guarantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 4. MISCELLANEOUS

4.1 Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 of the Credit Agreement.

4. Notices. All notices, requests and demands to or upon the Administrative Agent or any Guarantor hereunder shall be effected in the manner provided for in Section 11.2 of the Credit
Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

4.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 4.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

4.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Guarantee and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent.

[**] – Confidential or proprietary information redacted.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable in connection with any of the transactions contemplated by this Guarantee.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Guarantee, but only to the same extent the Borrower would be required to do so pursuant to Section 11.5 of the Credit Agreement.

(d) The agreements in this Section 4.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

4.5 Successors and Assigns. This Guarantee shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Guarantee without the prior written consent of the Administrative Agent.

4.6 Set-Off. Each Guarantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default pursuant to Section 9 of the Credit Agreement shall have occurred and be continuing, without notice to such Guarantor or any other Guarantor, any such notice being expressly waived by each Guarantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Guarantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Guarantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Guarantor, in any currency, whether arising hereunder, under the Credit Agreement or any other Loan Document, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Guarantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 4.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

4.7 Counterparts. This Guarantee may be executed by one or more of the parties to this Guarantee on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.8 Severability. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[**] – Confidential or proprietary information redacted.

4.9 Section Headings. The Section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.10 Integration. This Guarantee and the other Loan Documents represent the agreement of the Guarantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

4.11 GOVERNING LAW. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW. YORK.

4.12 Submission To Jurisdiction; Waivers. Each Guarantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Guarantee and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Guarantor at its address referred to in Section 4.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

4.13 Acknowledgements. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Guarantee and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Guarantee or any of the other Loan Documents and the relationship between the Guarantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

[**] – Confidential or proprietary information redacted.

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Guarantors and the Lenders.

4.14 Additional Guarantors. Each Subsidiary of the Borrower that is required to become a party to this Guarantee pursuant to Section 7.12 of the Credit Agreement shall become a Guarantor for all purposes of this Guarantee upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

4.15 WAIVER OF JURY TRIAL. EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[**] – Confidential or proprietary information redacted.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee to be duly executed and delivered as of the date first above written.

[NAME OF GUARANTOR]

By: _____
Title:

[**] – Confidential or proprietary information redacted.

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

[**] – Confidential or proprietary information redacted.

Annex 1 to
Guarantee Agreement

FORM OF ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of , 20___, made by _____ (the "Additional Guarantor"), in favor of _____, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Henry Schein, Inc. (the "Borrower"), the Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents have entered into a Credit Agreement, dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the ("Credit Agreement"");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Guarantor) have entered into the Guarantee, dated as of _____, 20___ (as amended, supplemented or otherwise modified from time to time, the "Guarantee") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Guarantor to become a party to the Guarantee Agreement; and

WHEREAS, the Additional Guarantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Guarantor, as provided in Section 4.14 of the Guarantee, hereby becomes a Party to the Guarantee as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[**] – Confidential or proprietary information redacted.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GUARANTOR]

By: _____
Name:
Title:

[**] – Confidential or proprietary information redacted.

Annex 1-A to

Assumption Agreement

Supplement to Schedule 1

[**] – Confidential or proprietary information redacted.

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents, and each lender from time to time party thereto.

Pursuant to the provisions of Section 3.10 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iii) it is not a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question and are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:_____
Name:
Title:

Date:_____, _____ 20[ ]

[**] – Confidential or proprietary information redacted.

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents, and each lender from time to time party thereto.

Pursuant to the provisions of Section 3.10 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By:_____
Name:
Title:

Date:_____, _____ 20[ ]

[**] – Confidential or proprietary information redacted.

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents, and each lender from time to time party thereto.

Pursuant to the provisions of Section 3.10 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iii) it is not a ten percent shareholder of the Borrower within the meaning of Code 871(h)(3)(B), (iv) it is not a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code, and, (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished its participating Foreign Lender with a certificate of its non-U.S. person status on the Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Foreign Lender in writing and (2) the undersigned shall have at all times furnished such Foreign Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:_____
Name:
Title:

Date:_____, _____ 20[ ]

[**] – Confidential or proprietary information redacted.

EXHIBIT K-4

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 5, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, N.A., The Bank of New York Mellon and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as Co-Syndication Agents, and each lender from time to time party thereto.

Pursuant to the provisions of Section 3.10 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, , (iii) with respect to such participation, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (vi) none of its partners/members is a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code, and, (v) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished its participating Foreign Lender with Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Foreign Lender in writing and (2) the undersigned shall have at all times furnished such Foreign Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By:_____
Name:
Title:

Date:_____, _____ 20[ ]

[**] – Confidential or proprietary information redacted.

MANDATORY COST FORMULAE

1. The Mandatory Cost is an addition to the interest rate to compensate Lenders for the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.

2. On the first day of each Interest Period (or as soon as possible thereafter) the Administrative Agent shall calculate, as a percentage rate, a rate (the **"Additional Cost Rate")** for each Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Administrative Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Loan) and will be expressed as a percentage rate per annum.

3. The Additional Cost Rate for any Lender lending from a facility office in a Participating Member State will be the percentage notified by that Lender to the Administrative Agent. This percentage will be certified by that Lender in its notice to the Administrative Agent to be its reasonable determination of the cost (expressed as a percentage of that Lender's participation in all Loans made from that facility office) of complying with the minimum reserve requirements of the European Central Bank in respect of loans made from that facility office.

4. The Additional Cost Rate for any Lender lending from a facility office in the United Kingdom will be calculated by the Administrative Agent as follows:

per cent. per annum

(a) in relation to a sterling Loan:

$$\frac{AB + C(B-D) + E \times 0.01}{100 - (A + C)}$$

(b) in relation to a Loan in any currency other than sterling:

per cent. per annum

$$\frac{E \times 0.01}{300}$$

Where:

A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.

[**] – Confidential or proprietary information redacted.

B is the percentage rate of interest (excluding the Applicable Margin and the Mandatory Cost) and, if the Loan is an amount due and payable but unpaid by the Borrower under the Loan Documents, the additional rate of interest specified in subsection 3.4(e) payable for the relevant Interest Period on the Loan.

C is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England

D is the percentage rate per annum payable by the Bank of England to the Administrative Agent on interest bearing Special Deposits.

E is designed to compensate Lenders for amounts payable under the Fees Rules and is calculated by the Administrative Agent as being the average of the most recent rates of charge supplied by the Reference Banks to the Administrative Agent pursuant to paragraph 7 below and expressed in pounds per £1,000,000.

5. For the purposes of this Schedule:

(a) **"Eligible Liabilities"** and **"Special Deposits"** have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

(b) **"Fees Rules"** means the rules on periodic fees contained in the FSA Supervision Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;

(c) **"Fee Tariffs"** means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate); and

(d) **"Tariff Base"** has the meaning given to it in, and will be calculated in accordance with, the Fees Rules.

(e) **"Participating Member State"** means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

(f) **"Reference Banks"** means the principal London offices of [ ], [ ] and [ ] or such other banks as may be appointed by the Administrative Agent in consultation with the Borrower.

[**] – Confidential or proprietary information redacted.

6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5 per cent. will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.

7. If requested by the Administrative Agent, each Reference Bank shall, as soon as practicable after publication by the Financial Services Authority, supply to the Administrative Agent, the rate of charge payable by that Reference Bank to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by that Reference Bank as being the average of the Fee Tariffs applicable to that Reference Bank for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of that Reference Bank.

8. Each Lender shall supply any information required by the Administrative Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Lender shall supply the following information on or prior to the date on which it becomes a Lender:

   (a) the jurisdiction of its Facility Office; and

   (b) any other information that the Administrative Agent may reasonably require for such purpose.

   Each Lender shall promptly notify the Administrative Agent of any change to the information provided by it pursuant to this paragraph.

9. The percentages of each Lender for the purpose of A and C above and the rates of charge of each Reference Bank for the purpose of E above shall be determined by the Administrative Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Lender notifies the Administrative Agent to the contrary, each Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a facility office in the same jurisdiction as its facility office.

10. The Administrative Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Lender or Reference Bank pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.

11. The Administrative Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Lenders on the basis of the Additional Cost Rate for each Lender based on the information provided by each Lender and each Reference Bank pursuant to paragraphs 3, 7 and 8 above.

12. Any determination by the Administrative Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all Parties.

13. The Administrative Agent may from time to time, after consultation with the Borrower and the Lenders, determine and notify to all Parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all Parties.

[**] – Confidential or proprietary information redacted.

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Exhibit 10.2

AMENDMENT

AMENDMENT, dated as of November 29, 2009 (this "Amendment"), to the Credit Agreement dated as of September 5, 2008 (the "Credit Agreement") among Henry Schein, Inc., as borrower (the "Borrower"), the several lenders party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and HSBC Bank USA, N.A., The Bank of New York Mellon, and UniCredit Markets and Investment Banking, acting through Bayerische Hypo- und Vereinsbank AG, New York Branch, as co-syndication agents.

RECITALS

A. WHEREAS, a newly-formed joint venture in which the Borrower will hold a majority ownership interest intends to acquire certain assets of the Borrower (the "Winslow Acquisition") and incur indebtedness in connection therewith;

B. WHEREAS, in connection with the Winslow Acquisition, the Borrower is requesting that the Lenders agree to certain amendments relating to the Credit Agreement; and

C. WHEREAS, the Lenders are willing to agree to such amendments subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Defined Terms. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, as amended by this Amendment. As used in this Amendment, the following terms shall have the following meanings:

"Effective Date": as defined in Section 11.

"Winslow Acquisition": as defined in the Preamble hereto.

"Winslow Acquisition Documents": the Omnibus Agreement, dated as of November 29, 2009, by and among the Borrower, National Logistics Services, LLC, Winslow Acquisition Company, Butler Animal Health Holding Company LLC, Butler Animal Health Supply, LLC, Oak Hill Capital Partners II, L.P., Oak Hill Capital Management Partners II, L.P., W.A. Butler Company, Burns Veterinary Supply, Inc., and the Management Members (as defined therein), and all documents and agreements executed and delivered in connection with the consummation of the transactions contemplated thereby.

"Winslow Transaction Documents": the Winslow Acquisition Documents and the Winslow Credit Documents.

2. Amendments to Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by:

(a) amending the definition of "Guarantor" by inserting the words "(other than the Joint Venture and its Subsidiaries)" after the words "any Subsidiary of the Borrower" in the first line thereof; and

(b) adding the following definitions in the appropriate alphabetical order:

"Joint Venture": W.A. Butler Company, a Delaware corporation (currently known as Winslow Acquisition Company, together with its permitted successors and assigns).

"Permitted JV Refinancing Indebtedness" means Indebtedness of the Joint Venture and its Subsidiaries which satisfies each of the following conditions: (a) to the extent that such Indebtedness is to be secured by a Lien on any assets or property, or the Equity Interests, of the Joint Venture and its Subsidiaries, the terms of such Indebtedness (including the Liens that secure such Indebtedness) shall be substantially similar to those provided in the Winslow Credit Documents (other than changes which extend the maturity thereof, decrease the interest rate applicable thereto, release a portion of the assets subject to such Liens or otherwise amend the terms in a manner that could not reasonably be expected to be materially adverse to the interests of the Lenders taken as a whole) and any Liens that secure such Indebtedness do not cover any additional assets, property or Equity Interests ; (b) such Indebtedness shall consist of (i) a secured facility which satisfies the requirements of clause (a) above or (ii) an unsecured or subordinated facility (and guarantees in respect thereof provided by any Subsidiary of the Joint Venture) with terms customary for facilities of such type at such time; (c) no Default or Event of Default shall have occurred and be continuing or would result from the incurrence of such Indebtedness; (d) such Indebtedness shall not be subject to any amortization or required repayment obligations (other than, in the case of a secured facility, as contemplated by clause (a) above or, in the case of an unsecured or subordinated facility, as then reflects the customary terms for facilities of such type at such time) on or prior to the Termination Date; (e) the net proceeds of such Indebtedness (other than any revolving Indebtedness) are concurrently applied to the prepayment of the Indebtedness to be refinanced; and (f) the Administrative Agent shall have received (x) a certificate of a Responsible Officer of the Joint Venture certifying compliance with the conditions set forth in this definition (and attaching any other information reasonably required by the Administrative Agent) and (y) copies of all the loan documents relating to such Indebtedness at least three Business Days prior to the funding of any such Indebtedness.

"Winslow Credit Agreement": the credit agreement to be entered into in connection with the Winslow Acquisition between Butler Animal Health Supply, LLC, a Delaware limited liability company, as borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as amended, waived, modified or supplemented from time to time; provided that any renewal, replacement or refinancing thereof shall satisfy the requirements set forth in paragraphs (a) through (f) of the definition of "Permitted JV Refinancing Indebtedness").

"Winslow Credit Documents": the Winslow Credit Agreement and any agreement, document or instrument creating any security interest or other encumbrance, or guaranty, entered into in connection therewith and any other agreement, document or instrument ancillary or otherwise related thereto (as amended, waived, modified or supplemented from time to time; provided that any renewal, replacement or refinancing thereof shall satisfy the requirements set forth in paragraphs (a) through (f) of the definition of "Permitted JV Refinancing Indebtedness").

3. Amendment to Section 7.4. Clause (c) of Section 7.4 of the Credit Agreement is hereby amended by inserting the words "(other than Indebtedness permitted under Section 8.3(b)(viii))" after the word "Indebtedness" in the first line thereof.

[**] - Confidential or proprietary information redacted.

4. Amendment to Section 7.12. Section 7.12 of the Credit Agreement is hereby amended by inserting the words "(other than the Joint Venture and its Subsidiaries)" after the word "Subsidiary" in the first line thereof.

5. Amendment to Section 8.2. Section 8.2 of the Credit Agreement is hereby amended by:

(i) deleting the word "or" from the end of clause (m);

(ii) deleting the period from the end of clause (n) and substituting therefor a semicolon; and

(iii) adding the following at the end thereof:

"(o) any Lien over the assets, property or Equity Interests of the Joint Venture and its Subsidiaries that secures Indebtedness permitted under Section 8.3(b)(viii); provided that such Lien does not at any time cover any additional assets or property other than products or proceeds thereof; or

(p) Liens granted by any Subsidiary of the Borrower that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Subsidiary."

6. Amendment to Section 8.3. Clause (b) of Section 8.3 of the Credit Agreement is hereby amended by:

(i) deleting the word "and" from the end of clause (vi);

(ii) deleting the period from the end of clause (vii) and substituting therefor a comma; and

(iii) adding the following words at the end thereof:

"(viii) (A) Indebtedness of the Joint Venture and its Subsidiaries under the Winslow Credit Agreement in a principal amount not to exceed $330,000,000 at any time, and (B) Permitted JV Refinancing Indebtedness in respect thereof, (ix) Indebtedness of any Subsidiary of the Borrower in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business, and (x) any Guarantee Obligation of the Borrower in respect of Indebtedness incurred by any Subsidiary under clause (ix) hereof up to an aggregate principal amount not to exceed $25,000,000 at any time outstanding."

7. Amendment to Section 8.8. Section 8.8 of the Credit Agreement is hereby amended by:

(i) deleting clause (i) of the proviso in its entirety and replacing it with the following:

"(i) the foregoing shall not apply to prohibitions, restrictions and conditions (x) imposed by law, (y) contained in any of the Loan Documents or (z) contained in the organizational documents of the Joint Venture and its Subsidiaries (including their respective operating, management or partnership agreements, as applicable) to the extent that such prohibition, restriction or condition applies only to the property, assets or Equity Interests of, or dividends, distributions, loans, advances, repayments or guarantees by, the Joint Venture and its Subsidiaries,"

(ii) deleting clause (iv) of the proviso in its entirety and replacing it with the following:

"(iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness (including the Winslow Credit Documents and the loan documentation with respect to any Permitted JV Refinancing Indebtedness) permitted by this Agreement if such restrictions or conditions apply only to the property, assets or Equity Interests securing any such Indebtedness and, in the case of the Winslow Credit Documents and any loan documentation with respect to Permitted JV Refinancing Indebtedness, such restrictions or conditions apply only to the property, assets or Equity Interests of the Joint Venture and its Subsidiaries, and".

8. Amendment to Section 9. Section 9 is hereby amended by (i) inserting the words "(other than Indebtedness permitted under Section 8.3(b)(viii))" after the words "Material Indebtedness" where such words appear in subsections (d) and (e) thereof, and (ii) inserting the words "(other than the Joint Venture and its Subsidiaries)" after the words "Significant Subsidiary" where such words appear in subsections (f) and (g) thereof.

9. Schedule 5.14 to the Credit Agreement. Schedule 5.14 to the Credit Agreement is hereby supplemented with the information provided in Schedule 5.14 to this Amendment.

10. Conditions to Effectiveness. This Amendment shall become effective on the date (the "Effective Date") on which the following conditions shall have been satisfied or waived:

(a) the Administrative Agent shall have received this Amendment, duly executed and delivered by the Borrower and the Majority Lenders;

(b) the Administrative Agent shall have received executed copies of the Winslow Transaction Documents, each certified by an officer of the Borrower to be true and correct and in full force and effect as of the date hereof, and no provision thereof shall have been amended, waived or otherwise modified without the consent of the Administrative Agent;

(c) the Winslow Acquisition shall have been consummated in accordance with the Winslow Acquisition Documents;

(d) the Administrative Agent shall have received customary legal opinions from counsel to the Borrower and its Subsidiaries in form and substance reasonably satisfactory to the Administrative Agent; and

(e) the Administrative Agent shall have received such customary certificates as may be reasonably requested by the Administrative Agent including confirmation that the Borrower is in compliance with the requirements of Section 8.1 of the Credit Agreement both prior to and immediately after the consummation of the Winslow Acquisition.

[**] - Confidential or proprietary information redacted.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

12. Representations and Warranties. The Borrower hereby represents and warrants to the Lenders and the Administrative Agent as follows:

(a) The Borrower has the corporate power and authority and the legal right to execute, deliver and perform this Amendment and has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered on behalf of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(b) The representations and warranties of the Borrower set forth in Section 5 of the Credit Agreement as amended hereby (excluding the representations made in subsections 5.2 and 5.6 thereof) are true and correct in all material respects on and as of the date hereof as if made on and as of such date (or, if such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

13. Fees, Costs and Expenses. The Borrower agrees to (i) pay to the Administrative Agent any arrangement fees previously agreed in writing in connection with this Amendment and (ii) reimburse the Administrative Agent for all reasonable fees, costs and expenses incurred by it in connection with this Amendment, including but not limited to the reasonable fees, costs and expenses of counsel and invoiced at least one Business Day prior to the Effective Date.

14. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

15. Loan Document. This Amendment shall be designated a Loan Document for all purposes of the Credit Agreement, as amended hereby, and the terms and conditions set forth therein.

[*Signature pages follow*]

[**] - Confidential or proprietary information redacted.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

HENRY SCHEIN, INC.

By: /s/Mark E. Mlotek
Name:Mark E. Mlotek
Title:Executive Vice President

JPMORGAN CHASE BANK, N.A., as Administrative Agent and a Lender

By: /s/Jules Panno

Name:Jules Panno
Title:Vice President

William Street LLC, as a Lender

By: /s/Tom Halverson
Name:Tom Halverson
Title:Authorized Signatory

BANK OF TOKYO-MITSUBISHI UFJ TRUST COMPANY
as a Lender

By: /s/B. McNany
Name:B. McNANY
Title:ASST. VICE PRESIDENT

US BANK, N.A. as a Lender

By: /s/Nathan M. Hall
Name:Nathan M. Hall
Title:AVP

THE ROYAL BANK OF SCOTLAND, PLC as a Lender

By: /s/Scott MacVicar
Name:Scott MacVicar
Title:Vice President

HSBC Bank USA, National Association

By: /s/Brian S. Dossie
Name:Brian S. Dossie
Title:Vice President

DE LAGE LANDEN FINANCIAL SERVICES, INC.
as a Lender

By: /s/Kenneth Guest
Name:Kenneth Guest
Title:VP, Commercial Operations

The Bank of New York Mellon as a Lender

By: /s/Kenneth P. Sneider, Jr.
Name:Kenneth P. Sneider, Jr.
Title:Vice President

Bank of America, N.A., as a Lender

By: /s/Steven J. Melicharek
Name:Steven J. Melicharek
Title:Senior Vice President

Wells Fargo Bank as a Lender

By: /s/Eric Frandson
Name:Eric Frandson
Title:Senior Relationship Manager

Portioins of this schedule have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

CONFIDENTIAL
Schedule 5.14

Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
ACE Surgical Supply Co., Inc.	D	Massachusetts	04/27/67	51% owned by Henry Schein, Inc. 26.5% owned by J. Edward Carchidi through ACE Surgical Partners LLC 7.5% Craig Carchidi 7.5% Christopher Carchidi 7.5% Alan R. Balfour
AD Holdings General Partnership	D	Texas	08/11/03	AD-LB Supply Corp. 99% interest and S&S Discount Supply, Inc. - 1% interest
AD Interests, LLC	D	Delaware	07/07/09	100% owned by AD-LB Supply Corp.
AD-LB Supply Corp.	D	New York	05/10/91	100% owned by Henry Schein, Inc.
All-Star Orthodontics, Inc.	D	Indiana	08/16/02	100% owned by Ortho Organizers, Inc.
Alta Medica Biotechnologies SARL	I	France	08/11/06	100% owned by Henry Schein France Services SARL
Altatec GmbH	I	Germany	10/13/1981	100% owned by Camlog Holding GmbH
Anthos Impianti S.r.l.	I	Italy	2/10/1982	100% by Henry Schein Italia S.r.l.
BA Dental Europa, SA	I	Spain	1/8/1998	78% owned by BA International Ltd. 22% owned by José Luis Arias Tabernilla
BA FRANCE Eurl	I	France	11/23/2004	100% owned by Henry Schein France Services SARL
BA International, Limited	I	United Kingdom	11/18/1991	100% Henry Schein UK Holdings Limited
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
Becker-Parkin Dental Supply Co., Inc.	D	New York	7/25/1973	100% owned by S & S Discount Supply, Inc.
Blitz HH02-650 GmbH HRB 43277 AG Offenbach	I	Germany	3/5/2002	98.04% Henry Schein Holding GmbH, 1.96% Henry Schein GmbH
Budget Dental Supplies Limited Company Number: 2253738	I	United Kingdom	4/22/1988	100% owned by Henry Schein UK Holdings Limited
Butler Animal Health Holding Company LLC (to be renamed Butler Schein Animal Health Holding LLC)	I	Delaware	3/13/2005	*20.56360% owned by Burns Veterinary Supply, Inc. *71.05640% owned by Winslow Acquisition Company *0.36300% owned by Oak Hill Capital Management Partners II, L.P. *7.26120% owned by certain management members *Approximate ownership; actual amounts to be determined at closing.
Butler Animal Health Supply, LLC (to be renamed Butler Schein Animal Health Supply, LLC)	I	Delaware	3/31/2005	100% owned by Butler Animal Health Holding Company LLC.
Camlog Biotechnologies AG	I	Switzerland	4/11/2003	100% owned by Camlog Holdings AG
Camlog Consulting GmbH	I	Germany	6/14/1995	100% owned by Camlog Holding GmbH
Camlog Espana SA.	I	Spain	11/23/2006	100% owned by Camlog Holding AG
Camlog Holding AG	I	Switzerland	3/29/2003	Henry Schein Europe, Inc. 64.8416% Dr. Peter Kernen 7.4028% Jurg Eichenberger 20.3528% Vincenzo Gottardo 7.4028%
Camlog Holding GmbH	I	Germany	8/14/2003	100% owned by Camlog Holding AG

[**] - Confidential or proprietary information redacted.

CONFIDENTIAL
Schedule 5.14

Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
Camlog Schweiz AG	I	Switzerland	8/29/2006	100% owned by Camlog Holding AG
Camlog USA, Inc.	D	Delaware	10/8/2003	100% owned by Henry Schein, Inc.
Camlog Vertriebs GmbH	I	Germany	1/13/2004	100% owned by Camlog Holding GmbH
CFB Handels GmbH, Wien	I	Austria	1/7/1998	100% owned by Heiland Medical Vertriebs-GmbH Wien
Corporate Sureties Limited (N2) ATF Mediconsumables Pty Limited	I	Australia		100% owned by Medi-Consumables
Custom Milling Center, Inc.	D	Colorado	8/31/2005	50% owned by Henry Schein, Inc. and 50% owned by Robert P. Miller
Dentina GmbH HRB 700731 AG Freiburg i. Br.	I	Germany	8/10/1973	100% owned by FIRST MED Erste Verwaltungs GmbH
Desty Estates s.r.o. ID No.: 28433092 (Limited Liability Company)	I	Czech Republic	12/4/2008	85.99% owned by Henry Schein European Holding B.V., 0.01% owned by Henry Schein C.V., 10% owned by Jaromir Koudela and 4% owned by Karel Badalik
Encable Limited	I	United Kingdom England, Wales	8/4/2009	100% owned by Veterinary Solutions Limited
Ethicare Limited Company Number: 3096242	I	United Kingdom	8/29/1995	100% owned by Henry Schein UK Holdings Limited
Euro Dental Holding GmbH HRB 34839 AG Offenbach	I	Germany	6/8/2000	100% owned by Blitz HH 02-650 GmbH
FIRST MED Erste Verwaltungs GmbH HRB 67186 AG Hamburg	I	Germany	2/24/1998	100% owned by Henry Schein GmbH
FIRST MED Zweite Verwaltungs GmbH HRB 67187 AG Hamburg	I	Germany	2/24/1998	100% owned by Henry Schein GmbH
Gaudent-Sanitaria s.r.o. ID No.: 480 41 823 (Limited Liability Company)	I	Czech Republic	12/16/1992	99% owned by Desty Estates s.r.o., 1% owned by Henry Schein C.V.
Gem Medical Acquisition Corp.	D	Delaware	7/30/2008	100% owned by Henry Schein, Inc.
General Injectables & Vaccines, Inc.	D	Virginia	11/2/1983	100% owned by GIV Holdings, Inc.
GIV Holdings, Inc.	D	Delaware	11/28/1995	100% owned by Henry Schein, Inc.
Halas Dental Pty Ltd. ACN #000 403 618	I	Australia	6/29/1962	100% owned by HSR Holdings Pty Ltd
Handpiece Parts & Repairs, Inc.	D	Delaware	9/22/2003	100% owned by Henry Schein, Inc.
Heiland Medical Vertriebs-GmbH FN 102456X Handelsgericht Wien	I	Austria	11/27/1979	100% owned by Henry Schein Austria GmbH
Heiland Schweiz AG	I	Switzeland, Lyssach	12/24/1997	100% owned by Provet Holding AG
Heiland Vet GmbH Commercial Register of Lower Court of Hamburg HRB 94775	I	Germany	8/24/2005	100% owned by FIRST MED Zweite Verwaltungs GmbH
Heitech Medizintechnik und Service GmbH & Co. KG HRA 92124 AG Hamburg	I	Germany	8/25/1998	General Partner: FIRST MED Erste Verw. GmbH; Limited Partner: Henry Schein GmbH
Henry Schein (Lancaster, PA.) Inc.	D	Pennsylvania	1/8/1998	100% owned by Henry Schein, Inc.

[**] - Confidential or proprietary information redacted.

CONFIDENTIAL
Schedule 5.14

Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
Henry Schein (Malaysia) SDN, BHD Company No.: 773023-X	I	Malaysia	5/14/2007	100% owned by Henry Schein Global Sourcing, Inc.
Henry Schein Australia Holdings Pty Limited ACN# 082 998 696	I	Australia	6/16/1998	100% owned by Henry Schein Latin America Pacific Rim Inc.
Henry Schein Australia Pty Limited ACN# 082 998 598	I	Australia	6/16/1998	100% owned by Henry Schein Australia Holdings Pty Limited
Henry Schein Austria GmbH FN 238321 y Wien	I	Austria (Vienna)	8/1/2003	100% owned by Henry Schein GmbH
Henry Schein B.V. ID No.: 39053828	I	Netherlands	12/31/1992	100% owned by Sirona Dental Systems B.V.
Henry Schein C.V. ID - No.: 39100868 (Limited Partnership)	I	Netherlands	9/17/2007	99% of units owned by Henry Schein Europe, Inc. (General Partner) and 1% owned by Henry Schein Italy LLC (Limited Partner)
Henry Schein Canada, Inc.	I	Canada, Ontario	12/27/2003 registered corporation	100% owned by Henry Schein Practice Solutions Inc.
Henry Schein Cares Foundation, Inc.	D	New York	1/30/2008	100% owned by Henry Schein, Inc. No shareholders due to Not-For-Profit status.
Henry Schein China Services Limited Company No.: 1288640	I	Hong Kong	11/20/2008	51% owned by Henry Schein Latin America Pacific Rim Inc., 49% owned by Best Winner (China) Limited
Henry Schein Dental Austria GmbH FN 45564 g Wien	I	Austria	12/02/80	100% owned by Henry Schein Austria GmbH
Henry Schein Dental Depot GmbH HRB 35008 AG Offenbach	I	Germany	2/18/2000	100% owned by Henry Schein Dental Holding GmbH
Henry Schein Dental Holding GmbH HRB 34827 AG Offenbach	I	Germany	4/19/1999	100% owned by Blitz HH 02-650 GmbH
Henry Schein España Holdings, S.L.	I	Spain	3/21/2005	100% owned by Henry Schein Europe, Inc.
Henry Schein España SA	I	Spain	11/13/1990	75% owned by Henry Schein Espana Holdings, S.L. 25% owned by Benzadón Acciones, S.A.
Henry Schein Europe Limited	I	United Kingdom	4/5/2001	100% by Henry Schein UK Finance Limited
Henry Schein Europe, B.V. ID – No.: 30126259	I	Netherlands	1/22/1999	100% Henry Schein BV f/k/a demedis dental B.V.
Henry Schein Europe, Inc. 11-3035229	D	Delaware	10/30/1990	100% by Henry Schein, Inc.
Henry Schein European Finance B.V. (private limited liability company) Registration No.: 321436230000	I	Netherlands	12/2/2008	100% owned by Henry Schein European Holding B.V.
Henry Schein European Holding B.V. ID - No.: 30082267	I	Netherlands	5/27/1987	100% owned by Henry Schein C.V.
Henry Schein European Services B.V. ID No.: 32150436 (Private Limited Liability Company)	I	Netherlands	4/14/2009	100% owned by Henry Schein European Holdings B.V.
Henry Schein Financial Services, Inc.	D	Delaware	7/22/1991	100% owned by Henry Schein, Inc.
Henry Schein France Holding EURL	I	France	11/20/2003	100% owned by Henry Schein France Holdings Inc.
Henry Schein France Holdings, Inc.	D	Delaware	7/21/1992	100% owned by Henry Schein Europe, Inc.

[**] - Confidential or proprietary information redacted.

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Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
Henry Schein France SCA	I	France	4/3/1998	98.67% owned by Henry Schein France Services SARL; 1.33% owned by Henry Schein France Holdings, Inc.
Henry Schein France Services SARL	I	France	12/3/2003	99.99% owned by Henry Schein France Holding EURL, .01% owned by Henry Schein France Holdings Inc.
Henry Schein Funding Group (partnership)	I	Canada, Ontario		99% owned by Henry Schein, Inc., 1% owned by Henry Schein Europe. Non-resident Canadian Partnership.
Henry Schein Global Sourcing, Inc.	D	Delaware	1/12/2007	100% owned by Henry Schein, Inc.
Henry Schein GmbH HRB 43302 AG Offenbach	I	Germany	2/25/1997	100% owned by Henry Schein Holding GmbH
Henry Schein Grundstucks-Vermietungsgesgesellschaft mbH & Co. Objekt Zarrentin OHG HRA 40987 AG Offenbach	I	Germany	2/9/1996	98% owned by HLZ Logistik GmbH, 2% owned by Henry Schein GmbH
Henry Schein Holding GmbH HRB 43352 AG Offenbach	I	Germany	4/23/1998	100% owned by Henry Schein Europe, Inc.
Henry Schein Hong Kong Limited Company No: 1269375	I	Hong Kong	9/1/2008	51% owned by Henry Schein Latin America Pacific Rim Inc., 49% owned by Grand Winner Corporation Limited
Henry Schein International LLC	D	Delaware	1/22/2008	100% owned by Henry Schein, Inc.
Henry Schein Ireland Limited Company Number: 232667	I	Ireland	5/3/1995	100% owned by Henry Schein (KM) Limited
Henry Schein Italia Srl	I	Italy	9/18/2007	100% owned by Henry Schein European Holding B.V.
Henry Schein Italy LLC	D	Delaware	9/13/2007	100% owned by Henry Schein Europe, Inc. (sole member)
Henry Schein Luxembourg Services S.àr.l.	I	Grand Duchy of Luxembourg	12/07/09	100% owned by Henry Schein, Inc.
Henry Schein Medical GmbH HRB 84871 AG Hamburg	I	Germany	8/27/2002	100% owned by FIRST MED Zweite Verwaltungs GmbH
Henry Schein Medical Systems, Inc. 34-1559113	D	Ohio	7/30/1987	55% owned by Henry Schein, Inc. and 45% owned by the Ajit and Sangita Kumar Revocable Trust
Henry Schein Medical Technologies Ltd.	I	Israel		100% owned by Henry Schein Latin America Pacific Rim Inc.
Henry Schein New Zealand Company Nos. 1950272	I	New Zealand	6/8/2007	100% owned by Henry Schein New Zealand Holding Co.
Henry Schein NV Tax ID: BB 0403.138.334	I	Belgium	1/1/1948	31.04% by Sirona Dental Systems BV / 68.96% Henry Schein Europe Inc.
Henry Schein Portugal, Unipessoal LDA	I	Portugal	5/16/2006	100% owned by Henry Schein Espana, S.A.
Henry Schein PPT, Inc.	D	Wisconsin	11/1/1995	100% owned by Henry Schein, Inc.
Henry Schein Practice Solutions Inc.	D	Utah	9/16/1985	100% owned by Henry Schein, Inc.
Henry Schein Puerto Rico, Inc.	D	Puerto Rico	8/13/2003	100% owned by Henry Schein, Inc.
Henry Schein Regional Limited Company No.: 911614	I	New Zealand	6/15/1998	63.9% owned by Henry Schein Latin America Pacific Rim Inc., 30.53% by Regional Health Limited, 5.57% by Macro Health Limited
Henry Schein Regional Pty Limited (Unit Trust) ACN #: 003 770 321	I	Australia	5/10/1989	50.1% owned by Henry Schein Australia Pty Limited, 49.9% owned by Medi-Consumables Pty Ltd. (Bernie and Maurie Stang)

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Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
Henry Schein Shvadent (2009) Ltd.	I	Israel	5/24/2009	Henry Schein Latin America Pacific Rim, Inc. owns 70% and Shlomo Trokman owns 30%
Henry Schein Software of Excellence Finance Ltd. (Exempted Company)	I	Cayman Islands	7/15/2008	100% owned by Henry Schein C.V.
Henry Schein Systems B.V. ID-No.: 30070331	I	Netherlands	10/1/1983	72.7% owned by Henry Schein Europe, Inc. and 27.3% owned by Henry Schien Service GmbH
Henry Schein Technologies (Ireland) Limited Company Number: NI 032999	I	United Kingdom	9/26/1997	100% owned by Henry Schein Technologies Limited
Henry Schein UK Finance Limited Company Number: 3587006	I	United Kingdom	6/25/1998	100% owned by Henry Schein Europe, Inc.
Henry Schein UK Holdings Limited Company Number: 2579457	I	United Kingdom	2/4/1991	100% owned by Henry Schein UK Finance Limited
Henry Schein Wigro van der Kuip B.V. ID – No.: 30144606	I	Netherlands	9/16/1997	100% owned by Henry Schein BV
Henry Schein, Inc. Tx ID #11-3136595 Charter No.: 2320192	D	Delaware	12/23/1992	Publicly owned
HF Acquisition Co. LLC	D	Delaware	7/13/2009	100% owned by Camlog USA, Inc.
HLZ Logistik GmbH Commercial Register of Lower Court of Schwerin HRB 8895	I	Germany	8/24/2005	100% owned by Henry Schein GmbH
HPR Holdings I, LLC	D	Delaware	12/29/2005	100% owned by Handpiece Parts & Repairs, Inc. Converted to an LLC on 6/28/06
HPR TM, LLC	D	Delaware	12/29/2005	100% owned by HPR Holdings I, LLC. Converted to an LLC on 6/28/06.
HS Beneficiary Services, LLC	D	Delaware	11/15/2007	100% owned by HS Financial, Inc., as sole member
HS Brand Management, Inc.	D	Delaware	9/29/2005	100% owned by Henry Schein, Inc.
HS Finance Company, LLC	D	Delaware	11/15/2007	100% owned by HS Trust, (was 100% owned by HS Financial, Inc., as sole member, then HS Financial, Inc. contributed HS Finance Company, LLC to HS Trust)
HS Financial Holdings, Inc.	D	Delaware	9/29/2005	100% owned by Henry Schein, Inc.
HS Financial, Inc.	D	Delaware	9/29/2005	100% owned by HS Financial Holdings, Inc.
HS France Finance, LLC	D	Delaware	3/23/2004	100% owned by Henry Schein France Holdings, Inc., as sole member
HS Manager Services, LLC	D	Delaware	11/15/2007	100% owned by HS Financial, Inc., as sole member
HS TM Holdings, LLC	D	Delaware	9/29/2005	100% owned by Henry Schein, Inc.
HS TM, LLC	D	Delaware	9/29/2005	100% owned by HS TM Holdings, LLC. Converted to an LLC on 6/28/06.
HS Trust	I	British Virgin Islands	12/6/2007	Nerine Trust Company (BVI) Limited = Trustee, 100% owned by HS Beneficiary Services, LLC = beneficiary
HSI Gloves, Inc.	D	Delaware	10/24/2003	100% owned by Henry Schein, Inc.
HSI RE I, LLC	D	Delaware	6/4/2001	100% owned by Henry Schein, Inc.
HSLA Unit Trust ABN #83 132 312 515	I	Australia	4/13/2004	100% owned by Henry Schein Regional Pty Ltd. (Unit Trust) (Kraft No. 3 is the trustee company of HSLA Unit Trust. Kraft No. 3 is owned by Jacob Selinger pursuant to a Declaration Trust)
HSR Holdings Pty Limited ACN # 114 233 671	I	Australia	5/12/2005	100% owned by Henry Schein Regional Pty Limited (Unit Trust)

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Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
Insource, Inc.	D	Virginia	5/10/1991	100% by General Injectables & Vaccines, Inc.
Kent Express Limited Company Number: 3819137	I	United Kingdom	8/3/1999	100% owned by Henry Schein UK Holdings Limited.
Krugg S.p.A.	I	Italy	79	100% owned by Henry Schein Italia Srl
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
MBM Hospital Supply Corp.	D	New York	11/20/1987	100% owned by Micro Bio-Medics, Inc.
MediConsumables Pty Limited	I	Australia		Henry Schein Australia Pty Limited owns 58 Class A Shares and 58 Class B Shares or 58% of the company, 14% is owned by 247 Church Street Pty Limited and 28% by Stangcrop Pty Limited
Medka Medizinprodukte GmbH ID No.: HRB 95560B	I	Germany	12/17/2004	100% owned by Heiland Med Vertriebsgesellschaft mbH
Megadental SAS	I	France	10/14/1996	35% owned by Megaindustries SARL 49.92% owned by Henry Schein France SCA 14.98% owned by Henry Schein France Services SARL 0.10% owned by Henry Schein France Holdings, Inc.
Micro Bio-Medics, Inc.	D	New York	7/2/1971	100% owned by Henry Schein, Inc. Note: Caligor Physicians & Hospital Supply Corp. which was incorpoated on 1/21/82 (sep. from Caligor entity of the same name incorporated on 12/4/84) was merged into Micro Bio-Medics, Inc. on 11/30/84.
Minerva Dental Limited Company Number: 3856630	I	United Kingdom	10/11/1999	100% Henry Schein UK Holding Limited
National Logistics Services, LLC EIN #52-2063341	D	Delaware	11/10/1997	100% by Henry Schein, Inc.
Nordenta Handelsgesellschaft mbH HRB 85039 AG Hamburg	I	Germany	8/27/2002	100% owned by FIRST MED Erste Verwaltungs GmbH
Noviko a.s. ID No.: 25316800	I	Czech Republic	11/12/1996	100% owned by Desty Estates s.r.o.
Ortho Organizers Holdings, Inc.	D	Delaware	5/18/2005	98.29% owned by Becker-Parkin Dental Supply Co. Inc., 1.71% owned by George W. Guttroff , Trustee of the George W. Guttroff and Judi A. Guttroff AB Living Trust dated 5/3/05
Ortho Organizers, Inc.	D	California	6/11/1981	100% owned by Ortho Organizers Holdings, Inc.
Petco AG	I	Switzerland	11/19/1982	100% owned by Provet Holding AG
Prolavi S.L. Tax Identification No.: B78359650	I	Spain	10/27/1986	100% owned by Henry Schein Espana S.A.
Promed Vertriebsgesellschaft mbH & Co. KG HRA 73311 AG Munchen	I	Germany	12/8/1998	General Partner: FIRST MED Zweite Verw, GmbH; Limited Partner: HLZ Logistik GmbH
Protec Australia Pty Limited ACN #108 829 750	I	Australia	4/23/2004	100% owned by Kraft No. 3 Pty Limited, Kraft No. 3 Pty Limited Director is Jacob Selinger. 100% of the shares in Kraft No. 3 Pty Ltd are held in Trust for HSLA Unit Trust pursuant to Declaration of Trust. 100% of the units in HSLA Unit Trust are owned by Henry Schein Regional Pty Limited (Unit Trust) (trustee for Henry Schein Regional Unit Trust.)
Provet AG	I	Switzerland	12/14/1993	100% Provet Holding AG
Provet Holding AG	I	Switzerland	12/28/1973	100% owned by Henry Schein Holding GmbH

[**] - Confidential or proprietary information redacted.

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Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
PxD Praxis-Discount GmbH, Commercial Register of Lower Court of Osnabruck HRB 111162	I	Germany	8/24/2005	100% owned by FIRST MED Zweite Verwaltungs GmbH
[**]	[**]	[**]	[**]	[**]
RHL Holdings Limited	I	New Zealand		90% Corporate Sureties Limited (N2) ATF MediConsumables Pty Limited, 10% Macro Health Limited
S & S Discount Supply, Inc.	D	Delaware	1/18/1996	100% owned by Henry Schein, Inc.
S-DENT SLOVAKIA, s.r.o. ID No.: 34 126 678 Commercial Register of the Districk Court in Trencin	I	Slovakia	8/13/1995	92.68% owned by S-Dent spol. s.r.o., 7.32% owned by Henry Schein Austria GmbH
S-Dent spol. s r.o. ID No.: 469 77 830 (Limited Liability Company) Commercial Register of the Regional Court in Brno Section C Inset 7861	I	Czech Republic	11/10/1992	100% owned by Gaudent-Sanitaria s.r.o.
Shalfoon Bros Limited Company No.: 107175	I	New Zealand	12/22/1947	100% owned by Henry Schein Regional Limited
Sherman Specialty LLC	D	New York	1/28/1999	51% owned by Toy Products Corp. – 49% owned by Sherman Specialty, Inc.
Sirona Dental Systems B.V. ID No.: 30070331	I	Netherlands	10/1/1983	72.7% owned by Henry Schein Europe, Inc. (1595 shares) and 27.3% owned by Henry Schein Dental Holding GmbH (600 shares)
Soluciones y Equipos Dentales, S.A.	I	Spain	12/13/1999	100% owned by Henry Schein Espana S.A.
Software of Excellence Asia Pacific Limited Company No.: 1130136	I	New Zealand	4/9/2001	100% owned by Software of Excellence International Limited
Software of Excellence Australia Limited Company No.: 1008243	I	New Zealand	12/16/1999	100% owned by Software of Excellence International Limited
Software of Excellence International Limited Company No.: 496073	I	New Zealand	12/24/1990	100% owned by Henry Schein New Zealand
Software of Excellence UK Holdings Limited Company No. 06590221	I	United Kingdom	5/12/2008	100% owned Henry Schein C.V.
Software of Excellence United Kingdom Limited Company No.: 02940919	I	United Kingdom	6/21/1994	100% owned by Software of Excellence UK Holdings Limited
Spain Dental Express S.A.	I	Spain	2/25/1997	100% owned by Henry Schein Espana SA
Tierarztebedarf Jochen Lehnecke GmbH HRB 131653 AG Oldenburg	I	Germany	8/4/2004	100% owned by FIRST MED Zweite Verwaltungs GmbH
Toy Products Corp.	D	Delaware	1/21/1999	100% owned by Henry Schein, Inc.
Universal Footcare Holdings Corp.	D	Delaware	4/19/1994	100% owned by Henry Schein, Inc.
Universal Footcare Products, Inc.	D	Delaware	4/19/1994	100% owned Universal Footcare Holdings Corp.
Veterinary Solutions Limited Company No.: 04207571	I	Scotland (United Kingdom)	4/27/2001	100% owned by Software of Excellence United Kingdom Limited
Winslow Acquisition Company (to be renamed WA Butler Company)	D	Delaware	11/19/2009	*70.5074% owned by Henry Schein, Inc. *29.4926% owned by Oak Hill Capital Partners II, L.P. *Approximate ownership; actual amounts to be determined at closing.

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Entity *Denotes confidential relationship	I/D	Jurisdiction of Formation	Formation Date	Ownership
W. & J. Dunlop Limited Company No. SC011600	I	Scotland (United Kingdom)	1/27/1921	100% owned by Henry Schein UK Holdings Limited
Henry Schein New Zealand Holding Co.	D	Delaware	5/25/2007	100% owned by Henry Schein Latin America Pacific Rim Inc.
MediQuick Arzt- und, Krankenhausbedarfshandel GmbH HRB 110796 AG Osnabrueck	I	Germany	8/22/2001	100% owned by FIRST MED Zweite Verwaltungs GmbH
b)				
D4D Technologies, LLC	D	Delaware	6/12/2006	15.33 % owned by Henry Schein, Inc., 24% owned by 3M, 24% owned by Ivoclar, 36.67% owned by D4D founders
[**]	[**]	[**]	[**]	[**]
DES Dental Events GmbH	I	Germany	3/22/1999	33.3% owned by Henry Schein Dental Depot GmbH
Hippocampe Bressuire	I	France	10/23/1978	96.99% held by Hippocampe Caen, 3.01% held by minorities
Hippocampe Caen	I	France	6/4/1987	Hippocampe EVI 68.59%, 173 other shareholders 31.41%
Hippocampe EVI	I	France	6/14/1995	Outstanding shares: Henry Schein France Services SARL: 40.8%, MegaIndustries SARL: 40.8%; Hippocampe Nevers: 9.76%; (non-voting), Hippocampe Bressuire: 8.61% non-voting). Voting shares: Henry Schein France Services SARL: 50%, Mega Industrie: 50%
Hippocampe Nevers	I	France	4/21/1995	95% held by Hippocampe Caen, 4.5% held by Medicavet
Quality Clinical Reagents Limited Company No.: 03942554	I	United Kingdom (England, Wales)	8/3/2000	25% owned by Veterinary Solutions Limited, 70% owned by Stephen Michael Alford and 5% owned by John Edmond Daniell
Trio Diagnostics Limited Company No.: 01997360	I	United Kingdom (England, Wales)	3/7/1986	100% owned by Quality Clinical Reagents Limited

[**] - Confidential or proprietary information redacted.

Exhibit 10.3

Portions of this Agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

CREDIT AGREEMENT

among

BUTLER ANIMAL HEALTH SUPPLY, LLC,

as Borrower,

The Several Lenders

from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent,

Dated as of December 31, 2009

J.P. MORGAN SECURITIES INC.,
as Sole Lead Arranger and Sole Bookrunner

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SCHEDULES:

EXHIBITS:

CREDIT AGREEMENT, dated as of December 31, 2009 among (a) BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), (b) the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders") and (c) JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower intends to participate in a series of transactions, pursuant to which Schein (such term and other terms defined in Section 1.1 being used with their respective defined meaning) will form Newco and contribute the Schein Assets in exchange for 100% of the common stock of Newco. Newco, Schein, Butler, Oak Hill and other Affiliates will enter into the Transaction Agreement, pursuant to which Butler will merge with and into Newco with Newco as the surviving entity (the "Merger"). In consideration for the Merger and additional consideration to be paid by Schein, Oak Hill, as the sole shareholder of Butler, will own approximately 29.5% of Newco common stock and will receive a demand note from Newco. Schein will own approximately 70.5% of Newco common stock. Newco will contribute the Schein Assets to Holdings, in exchange for additional membership interests in Holdings. Holdings will contribute the Schein Assets to the Borrower, and the Borrower will enter into this Agreement and use the proceeds to (a) prepay in full the Borrower's existing credit facilities and (b) make a distribution to Holdings of approximately $125,000,000 (subject to the post closing adjustments set forth in Section 1.8 of the Transaction Agreement) (the "Closing Date Distribution"). Holdings will use the proceeds of the distribution from the Borrower to either redeem certain of its membership interests or to pay distributions on them; and

WHEREAS, after giving effect to the transactions (i) Oak Hill will hold directly or indirectly approximately 21.3% of the membership interests of Holdings, (ii) Burns will hold directly or indirectly approximately 21.3% of the membership interests of Holdings and (iii) Schein will hold directly or indirectly 50.1% of the membership interests of Holdings.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Administrative Agent": as defined in the preamble to this Agreement.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons

performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agents": the collective reference to the Lead Arranger and the Administrative Agent, which term shall include, for purposes of Section 10 only, the Issuing Lender and the Swingline Lender.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to the sum of (i) the aggregate then unpaid principal amount of such Lender's Term Loans and (ii) the amount of such Lender's Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender's Revolving Extensions of Credit then outstanding.

"Aggregate Exposure Percentage": with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Agreement": this Credit Agreement.

"Anti-Terrorism Laws": as defined in Section 5.25(a).

"Applicable Margin": (a) for any Revolving Loan or Swingline Loan, the rate per annum set forth under the relevant column heading in the grid below under the caption "Revolving Loans and Swingline Loans" and (b) for any Term Loan, the rate per annum set forth under the relevant column heading in the grid below under the caption "Term Loans":

Revolving Loans and Swingline Loans

Consolidated Leverage Ratio	Applicable Margin for Eurodollar Revolving Loans and Swingline Loans	Applicable Margins for Base Rate Revolving Loans and Swingline Loans
Greater than or equal to 3.25:1.00	3.50%	2.50%
Less than 3.25 but greater than or equal to 2.75:1.00	3.25%	2.25%
Less than 2.75:1.00	3.00%	2.00%

Term Loans

Consolidated Leverage Ratio	Applicable Margin for Eurodollar Term Loans	Applicable Margins for Base Rate Term Loans
Greater than or equal to 2.50:1.00	3.50%	2.50%
Less than 2.50:1.00	3.25%	2.25%

For the purposes of the Pricing Grid, changes in the Applicable Margin resulting from changes in the Consolidated Leverage Ratio shall become effective on the date that is three

Business Days after the date on which financial statements are delivered to the Administrative Agent and the Lenders pursuant to Section 7.1 and shall remain in effect until the next changes to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 7.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Pricing Grid above shall apply. In addition, at all times while an Event of Default shall have occurred and be continuing, the highest rate set forth in each column of the Pricing Grid shall apply. Each determination of the Consolidated Leverage Ratio pursuant to the Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 8.1(a). Until the first adjustment in any Applicable Margin pursuant to the preceding sentences in this definition, the Applicable Margin shall be the highest rate in the applicable Pricing Grid.

"Applicable Percentage": with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"Application": an application, in such form as the Issuing Lender may reasonably specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

"Approved Fund": as defined in Section 11.6(b)(ii).

"Asset Sale": any Disposition of Property or series of related Dispositions of Property (excluding any such Disposition permitted by any clause of Section 8.5) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000.

"Assignee": as defined in Section 11.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit A.

"Available Revolving Commitment": as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Revolving Commitment then in effect over (b) such Lender's Revolving Extensions of Credit then outstanding; provided that, in calculating any Lender's Revolving Extensions of Credit for the purpose of determining such Lender's Available Revolving Commitment pursuant to Section 3.5, the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

"Base Rate": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Eurodollar Rate for a Eurodollar Loan with a one-month interest period plus 1.0%. For purposes hereof: "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City (the

Prime Rate not being intended to be the lowest rate of interest charged by the Administrative Agent in connection with extensions of credit to debtors). Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"Base Rate Loans": Loans the rate of interest applicable to which is based upon the Base Rate.

"Benefitted Lender": as defined in Section 11.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble to this Agreement.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Burns": Burns Veterinary Supply, Inc.

"Business": as defined in Section 5.17(b).

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

"Butler": W.A. Butler Company.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that are capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Cash Equivalents": (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of 365 days or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $250,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A-1 by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; or (g) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition or (h) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"Change of Control": an event or series of events by which:

(a) prior to a Qualifying IPO, the Permitted Investors shall cease to own and control, of record and beneficially, either directly or indirectly, an amount of Capital Stock of Holdings representing at least a majority of the combined voting power of all of the Capital Stock of Holdings entitled to vote for members of the board of managers or equivalent governing body of Holdings on a fully-diluted basis;

(b) any "person" or "group" (as such terms are used in Sections13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) other than the Permitted Investors becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all Capital Stock that such person or group has the right to acquire (such right, an "option right"), whether such right is exercisable immediately or only after the passage of time whether by means of options, warrants or otherwise), directly or indirectly, of (i) prior to a Qualifying IPO, more of the Capital Stock of Holdings entitled to vote for members of the board of managers or equivalent governing body of Holdings on a fully-diluted basis (including by taking into account all such Capital Stock that such "person" or "group" has the right to acquire

pursuant to any option right) than is held by the Permitted Investors or (ii) following a Qualifying IPO, (A) 33-1/3% or more of the Capital Stock of Holdings entitled to vote for members of the board of managers or equivalent governing body of Holdings on a fully-diluted basis (including by taking into account all such Capital Stock that such "person" or "group" has the right to acquire pursuant to any option, warrant or other right) or (B) more of such Capital Stock of Holdings on a fully-diluted basis (including by taking into account all such Capital Stock that such "person" or "group" has the right to acquire pursuant to any option right) than the Permitted Investors;

(c) the board of managers or equivalent governing body of Holdings shall cease to consist of a majority of Continuing Directors; or

(d) Holdings shall cease, directly or indirectly, to own and control, of record and beneficially, 100% of each class of outstanding Capital Stock of the Borrower free and clear of all Liens (except Liens created by the Guarantee and Collateral Agreement).

For the avoidance of doubt, it is understood that any event or series of events that result in 100% ownership of the membership interests of Holdings by Schein shall not constitute a Change of Control.

"Closing Date": the date on which the conditions precedent set forth in Section 6.1 shall have been satisfied, which date is December 31, 2009.

"Closing Date Distribution": as defined in the recitals hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Commitment": as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

"Commitment Fee Rate": 0.75% per annum.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Conduit Lender": any special purpose entity organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument, subject to the consent of the Administrative Agent and the Borrower (which consent shall not be unreasonably withheld); provided; that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of

its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender; provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 4.9, 4.10, 4.11 or 11.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

"Confidential Information Memorandum": the Confidential Information Memorandum dated December, 2009 and furnished to the Lenders.

"Consolidated Current Assets": at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Consolidated Group at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Consolidated Group at such date, but excluding (a) the current portion of any Funded Debt of the Consolidated Group and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans or Swingline Loans to the extent otherwise included therein.

"Consolidated EBITDA": for any period, Consolidated Net Income for such period plus, without duplication and to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) interest expense, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans), (c) depreciation and amortization expense, (d) amortization and impairment of intangibles (including, but not limited to, goodwill) and organization costs, (e) any extraordinary charges or losses determined in accordance with GAAP, (f) any non-recurring charges or losses not to exceed $5,000,000 during any period of twelve (12) consecutive months, (g) any reasonable non-recurring costs and expenses incurred (i) related to the consummation of any Permitted Acquisition or (ii) in connection with any proposed acquisition (s) in an aggregate amount not to exceed $4,000,000 during any period of twelve (12) consecutive months, (h) any costs and expenses or other charges or losses incurred in connection with the integration of the Borrower and the Schein Assets (including, without limitation, any duplicative costs associated with any transition services arrangement and any restructuring costs) not to exceed $11,000,000 in 2010, $6,000,000 in 2011, $1,000,000 in 2012 and $16,000,000 in the aggregate, (i) any costs and expenses or extraordinary charges or losses incurred in connection with the integration of any Permitted Acquisition in an aggregate amount not to exceed $2,000,000 per such acquisition, (j) any fees, costs and expenses payable in connection with the Transactions and the financing thereof, (k) non-cash compensation expenses arising from the issuance of stock, options to purchase stock and stock appreciation rights to the management of the Consolidated Group, (l) any increase in the value of inventory in connection with the Transactions, and (m) any other non-cash charges, non-cash expenses or non-cash losses of the Consolidated Group for such period (excluding any such charge, expense or loss incurred in the ordinary course of business

that constitutes an accrual of or a reserve for cash charges for any future period); provided, however, that cash payments made in such period or in any future period in respect of such non-cash charges, expenses or losses (excluding any such charge, expense or loss incurred in the ordinary course of business that constitutes an accrual of or a reserve for cash charges for any future period) shall be subtracted from Consolidated Net Income in calculating Consolidated EBITDA in the period when such payments are made, and minus, to the extent included in the statement of such Consolidated Net Income for such period, the sum of (a) interest income (other than late fees received with respect to customer receivables), (b) any extraordinary income or gains determined in accordance with GAAP and (c) any other non-cash income (excluding any items that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period that are described in the parenthetical to clause (m) above), all as determined on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period") pursuant to any determination of the Consolidated Leverage Ratio, (i) if at any time during such Reference Period any member of the Consolidated Group shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Borrower or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, "Material Acquisition" means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person and (b) involves the payment of consideration by any member of the Consolidated Group in excess of $1,000,000; and "Material Disposition" means any Disposition of property or series of related Dispositions of property that yield gross proceeds to any member of the Consolidated Group in excess of $1,000,000. Notwithstanding the foregoing, for the purposes of this Agreement, Consolidated EBITDA for the fiscal quarters ending June 30, 2009, September 30, 2009 and December 31, 2009 shall be deemed to be $21,902,000, $21,239,000 and $17,402,000, respectively

"Consolidated Group": the collective reference to Holdings, the Borrower and their Subsidiaries.

"Consolidated Interest Coverage Ratio": for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period.

"Consolidated Interest Expense": for any period, total cash interest expense (including that attributable to Capital Lease Obligations) of the Consolidated Group for such period with respect to all outstanding Indebtedness of the Consolidated Group (including all cash commissions, discounts and other fees and charges paid with respect to letters of credit and bankers' acceptance financing and net costs under Hedge Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP).

"Consolidated Leverage Ratio": as at the last day of any fiscal quarter, the ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA for the most recent period of four fiscal quarters of the Borrower then ended.

"Consolidated Net Income": for any period, the consolidated net income (or loss) of the Consolidated Group, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or Holdings or is merged into or consolidated with any member of the Consolidated Group, (b) the income (or deficit) of any Person (other than a Subsidiary of the Borrower or Holdings) in which any member of the Consolidated Group has an ownership interest, except to the extent that any such income is actually received by any member of the Consolidated Group in the form of dividends or similar distributions, and (c) the undistributed earnings of any Subsidiary of the Borrower or Holdings that is not a Guarantor to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary.

"Consolidated Total Debt": at any date, the aggregate principal amount of all Indebtedness of the Consolidated Group at such date, determined on a consolidated basis in accordance with GAAP.

"Consolidated Working Capital": at any date, the difference between Consolidated Current Assets on such date minus Consolidated Current Liabilities on such date.

"Continuing Directors": the managers of Holdings on the Closing Date, and each other manager, if, in each case, such other manager's nomination for election to the board of managers of Holdings is recommended by a majority of the then Continuing Directors or such other manager receives the vote of the Permitted Investors in his or her election by the equity holders of Holdings.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control Agreements": collectively, each tri-party blocked account agreement by and among the Administrative Agent, the applicable Loan Party, and each bank which maintains an account of such Loan Party listed on Schedule 5.21 (other than payroll accounts), in form and substance reasonably acceptable to Administrative Agent.

"Control Investment Affiliate": as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person, (b) either (x) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies or (y) is a Subsidiary of such Person, and (c) shall only include "downstream" subsidiaries or entities of such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Core Vet Business": as defined in the Transaction Agreement.

"Core Vet Financials": as defined in Section 5.1(b)(ii).

"Darby": collectively, Darby Group Companies, Inc., and its Affiliates.

"Default": any of the events specified in Section 9, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender, as determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit within three Business Days of the date required to be funded by it hereunder, (b) notified the Borrower, the Administrative Agent, the Issuing Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, or (e) in the case of a Revolving Lender, (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment.

"Disposition": with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

"ECF Percentage": 75%; provided, that, with respect to each fiscal year of the Borrower ending on or after December 31, 2010, the ECF Percentage shall be reduced to (i) 50% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 3.25 to 1.00 and is not less than 2.75 to 1.00, (ii) 25% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 2.75 to 1.00 and is not less than 2.25 to 1.00 and (iii) 0% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 2.25 to 1.00.

"Environmental Laws": any and all applicable and binding foreign, Federal, state, local or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority regulating, relating to or imposing

liability or standards of conduct concerning protection of human health or the environment, as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Eurodollar Base Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the higher of (a) the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period and (b) 2.0%. In the event that such rate does not appear on such page (or otherwise on such screen), the "Eurodollar Base Rate" shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered Dollar deposits at or about 11:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurodollar Loans": Loans to which the rate of interest applicable is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

"Eurodollar Tranche": the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 9, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of Holdings and the Borrower, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal

year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal year and (iv) the aggregate net amount of non-cash loss on the Disposition of Property by Holdings, the Borrower and their Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income, over (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such Consolidated Net Income, (ii) the aggregate amount actually paid by Holdings, the Borrower and their Subsidiaries in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions (excluding the principal amount of Indebtedness incurred to finance such expenditures (but including repayments of any such Indebtedness incurred during such period or any prior period) and any such expenditures financed with the proceeds of any Reinvestment Deferred Amount), (iii) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Term Loans) of Holdings, the Borrower and their Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (iv) increases in Consolidated Working Capital for such fiscal year, (v) the amount of any tax distributions paid by Holdings during such fiscal year, (vi) the aggregate amount of all prepayments of Revolving Loans and Swingline Loans during such fiscal year to the extent accompanying permanent reductions of the Revolving Commitments and (vii) the aggregate net amount of non-cash gain on the Disposition of Property by Holdings, the Borrower and their Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income.

"Excess Cash Flow Application Date": as defined in Section 4.2.

"Exchange Act": as defined in the definition of "Change of Control".

"Excluded Foreign Subsidiary": any Foreign Subsidiary in respect of which either (a) the pledge of all of the Capital Stock of such Subsidiary as Collateral or (b) the guarantee by such Subsidiary of the Obligations, would, in the good faith judgment of the Borrower, result in adverse tax consequences to the Borrower.

"Excluded Indebtedness": all Indebtedness permitted by clauses (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) of Section 8.2.

"Executive Order": as defined in Section 5.25(a).

"Facility": each of (a) the Term Commitments and the Term Loans made thereunder (the "Term Facility") and (b) the Revolving Commitments and the extensions of credit made thereunder (the "Revolving Facility").

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

"Foreign Subsidiary": any Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Funded Debt": as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Loans.

"Funding Office": the office of the Administrative Agent specified in Section 11.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time, except that for purposes of the definitions of "Consolidated Leverage Ratio" and "Excess Cash Flow" and Section 7.1, GAAP shall be determined on the basis of such principles in effect on the date hereof and consistent with those used in the preparation of the most recent audited financial statements referred to in Section 5.1(a) (except that inventory expense shall be calculated on a FIFO basis rather than a LIFO basis or, if not so calculated, adjustments shall be made to calculations of inventory expense to achieve the same effect). In the event that any "Accounting Change" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

"Governmental Authority": any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange or any self-regulatory organization (including the National Association of Insurance Commissioners).

"Group Members": the collective reference to the Borrower, Holdings and their respective Subsidiaries.

Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement, dated as of December 31, 2009, by the Borrower and each Guarantor in favor of, or for the benefit of, the Administrative Agent for the benefit of the Secured Parties.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": collectively, Holdings and each Subsidiary of the Borrower other than any Excluded Foreign Subsidiary.

"Hedge Agreements": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, managers, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Hedge Agreement.

"Holdings": Butler Animal Health Holding Company LLC.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes,

bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all reimbursement and other obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds (other than surety bonds required by any Governmental Authority to be posted by a pharmaceutical distributor so long as such Person has no additional reimbursement obligations, contingent or otherwise, thereunder) or similar arrangements, (g) the liquidation value of all redeemable preferred Capital Stock of such Person having a redemption date at least 6 months after the Termination Date, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) for the purposes of Sections 8.2 and 9(e) only, all obligations of such Person in respect of Hedge Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Insolvency": with respect to any Multiemployer Plan, the condition that such plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, trademarks, domain names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) as to any Base Rate Loan (other than any Swingline Loan), the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any Loan (other than any Revolving Loan that is a Base Rate Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof and (e) as to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period": as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant

Facility, nine or twelve months) thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant Facility, nine or twelve months) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 11:00 A.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) the Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date or beyond the date final payment is due on the Term Loans;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(iv) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Loan.

"Investments": as defined in Section 8.8.

"Issuing Lender": JPMorgan Chase Bank or any affiliate thereof in its capacity as issuer of any Letter of Credit.

"JPMorgan Chase Bank": JPMorgan Chase Bank, N.A.

"L/C Commitment": $10,000,000.

"L/C Disbursement": a payment by the applicable Issuing Lender pursuant to an applicable Letter of Credit.

"L/C Exposure": with respect to any Revolving Lender at any time, an amount equal to the aggregate amount of such Revolving Lender's portion of the L/C Obligations at such time.

"L/C Fee Payment Date": the last day of each March, June, September and December and the last day of the Revolving Commitment Period.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.11.

"L/C Participants": the collective reference to all the Revolving Lenders other than the Issuing Lender.

"Lead Arranger": JPMorgan Chase Bank.

"Lenders": as defined in the preamble to this Agreement; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

"Letters of Credit": as defined in Section 3.7(a).

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Liquidity": cash on-hand and funds to be drawn under the Revolving Loan subject to the requirements of Sections 6.2 and 8.1.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the Security Documents and the Notes and any amendment, waiver, supplement or other modification to any of the foregoing which expressly provides that it is a "Loan Document".

"Loan Parties": each Group Member that is a party to a Loan Document.

"Majority Facility Lenders": with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

"Material Adverse Effect": a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, or (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights or remedies of the Agents or the Lenders hereunder or thereunder or the validity, perfection or priority of the Administrative Agent's Liens upon the Collateral.

"Material Contract": each agreement identified on Schedule 8.16 to this Agreement.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

"Moody's": Moody's Investors Service, Inc, or any successor or assignee.

"Mortgages": each of the mortgages and deeds of trust made by each Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Secured Parties, in form and substance reasonably satisfactory to the Agents (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded).

"Multiemployer Plan": a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or by the Disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received) of such Asset Sale or Recovery Event, net of (i) attorneys' fees, accountants' fees, investment banking fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document), (ii) other customary fees and expenses actually incurred in connection therewith, (iii) taxes paid or reasonably estimated to be payable as a result thereof (taking into account any amounts, if any, distributed or to be distributed to the members of Holdings with respect to taxes in connection with such Asset Sale or Recovery Event in accordance with Schedule 8.6) and (iii) the amount of any reserves established by the Borrower or its Subsidiaries to fund contingent liabilities reasonably estimated to be payable in connection therewith and (b) in connection with any issuance or sale of Capital Stock, any capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance, contribution or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith. Any Net Cash Proceeds shall include a deduction for tax distributions in respect of any realized gains assuming corporate tax rates (at applicable federal, state and local levels); provided that, at the option of the Borrower, such deduction on up to 29% of such gain may be calculated using individual tax rates (at applicable federal, state and local levels).

"Newco": Winslow Acquisition Company.

"NLS": National Logistics Services, LLC.

"NLS Financials": as defined in Section 5.1(b)(i).

"Non-Consenting Lenders": as defined in Section 11.1.

"Non-Excluded Taxes": as defined in Section 4.10(a).

"Non-U.S. Lender": as defined in Section 4.10(d).

"Notes": the collective reference to any promissory notes evidencing Loans.

"Oak Hill": collectively, Oak Hill Capital Partners II, L.P., and its Affiliates.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to any Agent or to any Lender (or, in the case of Specified Hedge Agreements and any Specified Cash Management Agreements, any affiliate of any Lender, any Qualified Counterparty), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Hedge Agreement and any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to any Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; provided that any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements and Specified Cash Management Agreements.

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, similar charges or similar levies arising from any payment made hereunder or under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Participant": as defined in Section 11.6(c).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"PPA": the Pension Protection Act of 2006.

"Permitted Acquisitions": any acquisition by the Borrower or any of its Subsidiaries, whether by purchase, merger or otherwise, of all of the assets or Capital Stock of, or a business line or a division of, any Person; provided that (i) such acquisition was not preceded by, or effected pursuant to, an unsolicited or hostile offer by the acquirer or an Affiliate of the acquirer; (ii) immediately prior to and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom; (iii) such acquisition is made in accordance with all applicable Requirements of Law and material Contractual Obligations, and all material consents and approvals required by applicable Requirement of Law and material Contractual Obligations have been obtained; (iv) the Borrower's Liquidity after giving pro forma effect to such acquisition and all Loans funded in connection therewith shall

have exceeded $10,000,000; (v) the Consolidated Group shall be in compliance with the covenants contained in Section 8.1, both immediately before and after giving effect to such acquisition on a pro forma basis as of the most recently ended fiscal quarter for which a Compliance Certificate has been delivered pursuant to Section 7.2; (vi) the provisions of Section 7.10 are complied with in respect of such acquisition; (vii) after giving pro forma effect to the acquisition and all Indebtedness assumed, incurred or repaid in connection with the acquisition, the Consolidated Leverage Ratio on the date of the acquisition (based on Consolidated EBITDA determined on a pro forma basis, as set forth in the definition of "Consolidated EBITDA", as of the most recently ended fiscal quarter of the Borrower for which financial statements have then been delivered) shall be either (x) if the maximum Consolidated Leverage Ratio on the date of the acquisition is greater than 2.5:1.0, 0.50:1.0 lower than the maximum Consolidated Leverage Ratio applicable under Section 8.1(a) or (y) if the maximum Consolidated Leverage Ratio on the date of the acquisition is equal to or less than 2.5:1.0, 0.25:1.0 lower than the maximum Consolidated Leverage Ratio applicable under Section 8.1(a), and in either case, the Administrative Agent shall have received a Compliance Certificate pursuant to Section 7.2 accompanied by such supporting information as the Administrative Agent may reasonably request; and (viii) any Person or assets or division as acquired in accordance herewith shall be in primarily the same business or lines of business as the Borrower or reasonably related thereto.

"Permitted Investors": the collective reference to the Sponsors and their Control Investment Affiliates.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee pension benefit plan (other than a Multiemployer Plan) that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of the ERISA and in respect of which the Borrower or any Commonly Controlled Entity is (or, if such Plan were terminated, would under Section 4062 or 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pricing Grid": (a) with respect to Revolving Loans and Swingline Loans, the grid set forth in the definition of "Applicable Margin" under the caption "Revolving Loans and Swingline Loans", and (b) with respect to Term Loans, the grid set forth in the definition of "Applicable Margin" under the caption "Term Loans".

"Prime Rate": as defined in the definition of "Base Rate".

"Pro Forma Balance Sheet": as defined in Section 5.1(c).

"Prohibited Transaction": as defined in Section 406 of ERISA and Section 4975(f)(3) of the Code.

"Projections": as defined in Section 7.2(c).

"Properties": as defined in Section 5.17(a).

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Purchase Money Obligation": for any Person, the obligations of such Person in respect of Indebtedness (including Capital Lease Obligations) incurred for the purpose of financing all or any part of the purchase price of any property (including Capital Stock of any Person) or the cost of installation, construction or improvement of any property and any refinancing thereof; provided, however, that the amount of Indebtedness does not exceed the cost of such acquisition, installation, construction or improvement, as the case may be.

"Qualified Counterparty": with respect to any Specified Hedge Agreement or Specified Cash Management Agreement, any counterparty thereto that, at the time such Specified Hedge Agreement or Specified Cash Management Agreement was entered into, was a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent.

"Qualifying IPO": Holdings' first underwritten public offering of its common Capital Stock pursuant to a registration statement under the Securities Act of 1933, as amended, that (i) results in gross proceeds of at least $50,000,000 and (ii) results in the listing or quotation of Holdings' common Capital Stock on a recognized United States or international securities exchange.

"Recovery Event": any settlement of or payment in excess of $500,000 in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

"Refunded Swingline Loans": as defined in Section 3.4(b).

"Refunding Date": as defined in Section 3.4(c).

"Register": as defined in Section 11.6(b).

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.11 for amounts drawn under Letters of Credit.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Group Member in connection therewith that are not applied to prepay the Term Loans or reduce the Revolving Commitments pursuant to Section 4.2(b) as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or

indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair assets useful in its business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower's business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower's business with all or any portion of the relevant Reinvestment Deferred Amount.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Reportable Event": any of the events set forth in Section 4043(b) of ERISA, other than those events as to which the thirty day notice period is waived under subsection .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Reg. § 4043.

"Required Lenders": at any time, the holders of more than 50% of the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding and (ii) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer": the chief executive officer, president or chief financial officer of the Borrower, but in any event, with respect to financial matters, the chief financial officer of the Borrower.

"Restricted Payments": as defined in Section 8.6.

"Revolving Commitment": as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading "Revolving Commitment" under such Lender's name on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original amount of the Total Revolving Commitments is $30,000,000.

"Revolving Commitment Period": the period from and including the Closing Date to the Revolving Termination Date.

"Revolving Extensions of Credit": as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender's Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender's Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

"Revolving Facility": as defined in the definition of "Facility".

"Revolving Lender": each Lender that has a Revolving Commitment or that holds Revolving Loans.

"Revolving Loans": as defined in Section 3.1(a).

"Revolving Percentage": as to any Revolving Lender at any time, the percentage which such Lender's Revolving Commitment then constitutes of the Total Revolving Commitments (or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender's Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding); provided, that, in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis.

"Revolving Termination Date": December 31, 2014.

"S&P": Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. or any successor or assignee.

"Schein": Henry Schein, Inc.

"Schein Assets": the meaning of "Contributed Assets" as defined in the Transaction Agreement.

"Schein Business": the meaning of "Contributed Schein Vet Business" as defined in the Transaction Agreement.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Secured Parties": the collective reference to the Lenders, the Administrative Agent, the Qualified Counterparties, the Issuing Lender and the Swingline Lender.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, the Control Agreements, the Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure

the obligations and liabilities of any Loan Party to any Secured Party under any Loan Document or under any Specified Hedge Agreement or Specified Cash Management Agreement.

"Solvent": when used with respect to any Person, means that, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", and (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

"Specified Cash Management Agreement": any agreement providing for treasury, depositary, purchasing card or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower or any Guarantor and any Lender or affiliate thereof.

"Specified Hedge Agreement": any Hedge Agreement (a) entered into by (i) the Borrower or any of its Subsidiaries and (ii) Qualified Counterparty, as counterparty, and (b) that has been designated by such Qualified Counterparty and the Borrower, by notice to the Administrative Agent, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of any Qualified Counterparty that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee and Collateral Agreement.

"Sponsors": collectively, Oak Hill, Darby and Schein.

"Subordinated Debt": any Indebtedness that is subordinated in right of payment to the Obligations.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Swingline Commitment": the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 3.3 in an aggregate principal amount at any one time outstanding not to exceed $5,000,000.

"Swingline Lender": JPMorgan Chase Bank, or any other Lender designated by the Administrative Agent and the Borrower.

"Swingline Loans": as defined in Section 3.3(a).

"Swingline Participation Amount": as defined in Section 3.4(c).

"Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower hereunder on the Closing Date in a principal amount not to exceed the amount set forth under the heading "Term Commitment" under such Lender's name on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the Term Commitments is $320,000,000.

"Term Facility": as defined in the definition of "Facility".

"Term Lender": each Lender that has a Term Commitment or that holds a Term Loan.

"Term Loan": as defined in Section 2.1.

"Term Percentage": as to any Term Lender at any time, the percentage which such Lender's Term Commitment then constitutes of the aggregate Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding).

"Term Termination Date": December 31, 2015.

"Total Revolving Commitments": at any time, the aggregate amount of the Revolving Commitments then in effect.

"Total Revolving Extensions of Credit": at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

"Transactions": the transactions described in the recitals hereto.

"Transaction Agreement": the Omnibus Agreement, dated as of November 29, 2009, among Schein, National Logistics Services, LLC, Newco, Holdings, the Borrower, Oak Hill, Butler, Darby, Burns and the Management Members party thereto, as in effect on the Closing Date or as may be amended, waived or otherwise modified in accordance with Section 8.16.

"Transaction Documentation": collectively, the Transaction Agreement and all disclosure schedules, exhibits and annexes thereto and all side letters and agreements affecting the terms thereof or entered into in connection therewith.

"Transferee": any Assignee or Participant.

"Type": as to any Loan, its nature as a Base Rate Loan or a Eurodollar Loan.

"United States": the United States of America.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Wholly Owned Guarantor": any Guarantor that is a Wholly Owned Subsidiary of the Borrower.

"Withdrawal Liability": liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time (subject to any applicable restrictions hereunder).

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Holdings, the Borrower or any Subsidiary at "fair value", as defined therein

(f) To the extent that Holdings, the Borrower or any Subsidiary shall change its fiscal year end to the fiscal year end of Schein or change its methodology for determining fiscal quarters to Schein's methodology as of the date hereof for determining Schein's fiscal quarters, any references herein (including Section 8.1) or any other Loan Document to fiscal quarters or fiscal years ended on a specified date (from and after the date of such change) shall be deemed modified to refer to the applicable corresponding Schein fiscal quarter or fiscal year, as the case may be.

SECTION 2.

AMOUNT AND TERMS OF TERM LOANS

2.1 Term Loans. (a) On the Closing Date, subject to the terms and conditions of this Agreement, each Term Lender severally agrees to make a term loan to the Borrower (a "Term Loan") in an amount not to exceed the amount of the Term Commitment of such Lender, the proceeds of which shall be utilized to finance a portion of the Transactions and to pay related fees and expenses.

(b) The Term Loans may from time to time be Eurodollar Loans or Base Rate Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 4.3.

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, one Business Day prior to the anticipated Closing Date) requesting that the Term Lenders make the Term Loans on the Closing Date and specifying the amount to be borrowed and the Type of Loan. The Term Loans made on the Closing Date shall initially be Eurodollar Loans with an Interest Period of one month. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 12:00 noon, New York City time, on the Closing Date each Term Lender shall

make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

2.3 Repayment of Term Loans. The Term Loan of each Lender shall mature and be repaid (i) during the period commencing March 31, 2010 and ending September 30, 2015, in 23 equal consecutive quarterly installments each in the amount of one quarter of one percent (0.25%) per annum of the original aggregate amount of the Term Commitments and a final installment equal to the remaining unpaid principal balance of the Term Loans on the Term Termination Date.

SECTION 3.

AMOUNT AND TERMS OF REVOLVING COMMITMENTS

3.1 Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans ("Revolving Loans") to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Revolving Percentage of the sum of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding, does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period the Borrower may use the Revolving Commitments by borrowing, prepaying and reborrowing the Revolving Loans in whole or in part, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or Base Rate Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 3.2 and 4.3.

(b) The Borrower agrees to repay all outstanding Revolving Loans on the Revolving Termination Date.

3.2 Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 12:00 noon, New York City time, (a) three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) one Business Day prior to the requested Borrowing Date, in the case of Base Rate Loans) (provided that any such notice of a borrowing of Base Rate Loans to finance payments required to be made pursuant to Section 3.11 may be given not later than 10:00 A.M., New York City time, on the date of the proposed borrowing), specifying (i) the aggregate amount and Types of Revolving Loans to be borrowed, (ii) in the event more than one Type of Revolving Loans, the respective amounts of each such Type of Revolving Loan, (iii) the requested Borrowing Date and (iv) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of Base Rate Loans, $1,000,000 or a whole multiple of $100,000 in excess thereof (or, if the then aggregate Available Revolving

Commitments are less than $1,000,000, such lesser amount) and (y) in the case of Eurodollar Loans, $2,000,000 or a whole multiple of $100,000 in excess thereof; provided, that (x) the Swingline Lender may request, on behalf of the Borrower, borrowings under the Revolving Commitments that are Base Rate Loans in other amounts pursuant to Section 3.4 and (y) borrowings of Base Rate Loans pursuant to Section 3.11 shall not be subject to the foregoing minimum amounts. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 noon, New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent. No more than $5,000,000 of Revolving Loans shall be made on the Closing Date.

3.3 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans ("Swingline Loans") to the Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (notwithstanding that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lender's other outstanding Revolving Loans hereunder, may exceed the Swingline Commitment then in effect) and (ii) the Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be Base Rate Loans only.

(b) The Borrower shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Termination Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least three Business Days after such Swingline Loan is made.

3.4 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a) Whenever the Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swingline Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the aggregate amount of Swingline Loans to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to $500,000 or a whole multiple of $100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the

proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower with the Administrative Agent on such Borrowing Date in immediately available funds.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swingline Lender to act on its behalf), on one Business Day's notice given by the Swingline Lender no later than 12:00 noon, New York City time, request each Revolving Lender to make, and each Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lender. Each Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans and all of the Borrower's obligations with respect to such Swingline Loans shall be deemed satisfied in full. The Borrower irrevocably authorizes the Swingline Lender to charge the Borrower's accounts with the Administrative Agent (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Revolving Lenders are not sufficient to repay in full such Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 3.4(b), one of the events described in Section 9(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 3.4(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 3.4(b) (the "Refunding Date"), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Revolving Lender's Revolving Percentage times (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Revolving Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 3.4(b) and to purchase participating interests pursuant to Section 3.4(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 6; (iii) any adverse change in the condition (financial or otherwise) of the Borrower; (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Revolving Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

3.5 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the date hereof to but excluding the last day of the Revolving Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Revolving Termination Date, commencing on the first of such date to occur after the date hereof.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

(c) The Borrower agrees to pay to the Lead Arranger the fees in the amounts and on the dates as set forth in any fee agreements with the Lead Arranger and to perform any other obligations contained therein.

3.6 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments without premium or penalty; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans and Swingline Loans made on the Closing Date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to $1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

3.7 L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.10(a), agrees to issue letters of credit ("Letters of Credit") for the account of the Borrower (or any Subsidiary of the Borrower) on any Business Day during the Revolving Commitment Period in such form as may be reasonably approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars, (ii) have a face amount of at least $50,000 (unless otherwise

agreed by the Issuing Lender) and (iii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date, provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional periods not to exceed one year (which shall in no event extend beyond the date referred to in clause (y) above).

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit hereunder if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

3.8 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the reasonable satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may reasonably request. Upon receipt of any Application, the Issuing Lender will notify the Administrative Agent of the amount, the beneficiary and the requested expiration of the requested Letter of Credit, and upon receipt of confirmation from the Administrative Agent that after giving effect to the requested issuance, the Available Revolving Commitments would not be less than zero, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower (with a copy to the Administrative Agent) promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

3.9 Fees and Other Charges. (a) The Borrower will pay a fee on the face amount of all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each L/C Fee Payment Date after the issuance date. In addition, the Borrower agrees to pay the Issuing Lender for its own account a fronting fee of 0.25% per annum on the undrawn and unexpired amount of each Letter of Credit as agreed by the Borrower and the Issuing Lender, payable quarterly in arrears on each L/C Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower agrees to pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

3.10 L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of

Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued hereunder and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Administrative Agent upon demand of the Issuing Lender an amount equal to such L/C Participant's Revolving Percentage of the amount of such draft, or any part thereof, that is not so reimbursed. The Administrative Agent shall promptly forward such amounts to the Issuing Lender.

(b) If any amount required to be paid by any L/C Participant to the Administrative Agent for the account of the Issuing Lender pursuant to Section 3.10(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Administrative Agent for the account of the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Administrative Agent for the account of the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.10(a) is not made available to the Administrative Agent for the account of the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to Base Rate Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.10(a), the Administrative Agent or the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Administrative Agent or the Issuing Lender, as the case may be, will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by Administrative Agent or the Issuing Lender, as the case may be, shall be required to be returned by the Administrative Agent or the Issuing Lender, such L/C Participant shall return to the Administrative Agent for the account of the Issuing Lender the portion thereof previously distributed by the Administrative Agent or the Issuing Lender, as the case may be, to it.

3.11 Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of (a) the draft

so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment, not later than 12:00 noon, New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from and including the date on which the relevant draft is paid but excluding the date payment is made in full at the rate set forth in (i) until the Business Day next succeeding the date of the relevant notice, Section 4.5(b) and (ii) thereafter, Section 4.5(c). Each drawing under any Letter of Credit shall (unless (x) Borrower directly reimburses the Issuing Lender in accordance with this Section 3.11 or (y) an event of the type described in clause (i) or (ii) of Section 9(f) shall have occurred and be continuing with respect to the Borrower, in which case the procedures specified in Section 3.10 for funding by L/C Participants shall apply) constitute a request by the Borrower to the Administrative Agent for a borrowing pursuant to Section 3.2 of Base Rate Loans (or, at the option of the Administrative Agent and the Swingline Lender in their sole discretion, a borrowing pursuant to Section 3.4 of Swingline Loans) in the amount of such drawing. The Borrowing Date with respect to such borrowing shall be the first date on which a borrowing of Revolving Loans (or, if applicable, Swingline Loans) could be made, pursuant to Section 3.2 or, if applicable, Section 3.4), if the Administrative Agent had received a notice of such borrowing at the time the Administrative Agent receives notice from the Issuing Lender of such drawing under such Letter of Credit.

3.12 Obligations Absolute. The Borrower's obligations under Section 3.11 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.11 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even if such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

3.13 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment

obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.14 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

SECTION 4.

GENERAL PROVISIONS APPLICABLE

TO LOANS AND LETTERS OF CREDIT

4.1 Optional Prepayments. The Borrower may at any time and from time to time prepay the Revolving Loans and the Term Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent no later than 12:00 noon, New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 12:00 noon, New York City time, one Business Day prior thereto, in the case of Base Rate Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or Base Rate Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 4.11; provided further, that any such notice of prepayment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities to refinance the Obligations, in which case such notice of prepayment may be revoked by the Borrower if such condition is not satisfied. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are Base Rate Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of the Term Loans and Revolving Loans shall be in an aggregate principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of $100,000 or a whole multiple thereof.

4.2 Mandatory Prepayments and Commitment Reductions. (a) If any Indebtedness shall be incurred by any Group Member (other than Excluded Indebtedness), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such issuance, incurrence or contribution toward the prepayment of the Term Loans and the reduction of the Revolving Commitments as set forth in Section 4.2(d).

(b) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof, 100% of the Net Cash Proceeds thereof shall be applied on such date toward the prepayment of the Term Loans and the reduction of the Revolving Commitments as set forth in Section 4.2(d); provided that, notwithstanding the foregoing, on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant

Reinvestment Event shall be applied toward the prepayment of the Loans as set forth in Section 4.2(d).

(c) If, for any fiscal year of the Borrower, commencing with the fiscal year ending December 31, 2010, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply the difference between (i) the ECF Percentage of such Excess Cash Flow and (ii) all optional prepayments of the Term Loans during such fiscal year toward the prepayment of the Term Loans and the reduction of the Revolving Commitments. Each such prepayment and commitment reduction shall be made on a date (an "Excess Cash Flow Application Date") no later than five Business Days after the earlier of (A) the date on which the financial statements of the Borrower referred to in Section 7.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (B) the date such financial statements are actually delivered.

(d) Amounts to be applied in connection with mandatory prepayments and commitment reductions made pursuant to Section 4.2(a), (b) and (c) shall be applied, first, to the prepayment of the Term Loans in accordance with Section 4.8(b) and second, to reduce permanently the Revolving Commitments. Any such reduction of the Revolving Commitments shall be accompanied by prepayment of the Revolving Loans and/or Swingline Loans to the extent, if any, that the Total Revolving Extensions of Credit exceed the amount of the Total Revolving Commitments as so reduced; provided that if the aggregate principal amount of Revolving Loans and Swingline Loans then outstanding is less than the amount of such excess (because L/C Obligations constitute a portion thereof), the Borrower shall, to the extent of the balance of such excess, replace outstanding Letters of Credit and/or deposit an amount in cash in a cash collateral account established with the Administrative Agent for the benefit of the Lenders on terms and conditions satisfactory to the Administrative Agent. The application of any prepayment pursuant to Section 4.2 shall be made, first, to Base Rate Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under Section 4.2 (except in the case of Revolving Loans that are Base Rate Loans and Swingline Loans) shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

4.3 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurodollar Loans to Base Rate Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 noon, New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert Base Rate Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no Base Rate Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Eurodollar Loans shall be automatically converted to Base Rate Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

4.4 Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurodollar Loans comprising each Eurodollar Tranche shall be equal to $2,000,000 or a whole multiple of $100,000 in excess thereof and (b) no more than ten Eurodollar Tranches shall be outstanding at any one time.

4.5 Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each Base Rate Loan shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), all outstanding Loans and Reimbursement Obligations (whether or not overdue) shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to Base Rate Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to Base Rate Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to Base Rate Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (after as well as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

(e) In the event that the information contained in any certificate delivered in accordance with the definition of "Applicable Margin" is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin actually applied for such Applicable Period, then (i) the Borrower shall immediately deliver to the Administrative Agent a correct certificate for such Applicable Period, (ii) the Applicable Margin shall be determined as if the Applicable Margin were the corrected level in the Pricing Grid for such Applicable Period, and (iii) the Borrower shall immediately deliver to the Administrative Agent full payment in respect of the accrued additional interest on the applicable Loans as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly delivered to the Administrative Agent and applied by the Administrative Agent in accordance herewith (it being understood that nothing in this Section 4.5(e) shall limit the rights of the Administrative Agent and Lenders to exercise their rights under Section 4.5(c) or Section 9).

4.6 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that with respect to Base Rate Loans the rate of interest of which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the Base Rate or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 4.5(a).

4.7 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower absent manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

then the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as Base Rate Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as Base Rate Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to Base Rate Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

4.8 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(b) Each payment (including each mandatory prepayment made pursuant to Section 4.2) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans pro rata based upon the then remaining principal amount thereof. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed, except that optional prepayments of the Term Loans made pursuant to Section 4.1 shall be applied to the installments thereof at the Borrower's discretion.

(c) Each payment (including each mandatory prepayment made pursuant to Section 4.2) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 10.7. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to Base Rate Loans under the relevant Facility, on demand, from the Borrower.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

4.9 Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any Application or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Non-Excluded Taxes covered by Section 4.10 and changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate hereunder; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender in its commercially reasonable judgment deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender in its commercially reasonable judgment to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower agrees to pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate setting forth in reasonable detail the calculation of the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 4.9(a) or 4.9(b), shall be submitted by any Lender to the Borrower (with a copy to the Administrative Agent) and shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section 4.9, the Borrower shall not be required to compensate a Lender pursuant to this Section 4.9 for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

4.10 Taxes. (a) Except as otherwise required by law, all payments made by the Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes, franchise taxes (imposed in lieu of net income taxes), United States backup withholding taxes imposed under Section 3406 of the Code and branch profits taxes imposed on any Agent or any

Lender as a result of a present or former connection between such Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable to any Agent or any Lender hereunder, the amounts so payable to such Agent or such Lender shall be increased to the extent necessary to yield to such Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement, provided, however, that the Borrower shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's failure to comply with the requirements of paragraph (d) of this Section or (ii) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, except to the extent that such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Agent or Lender, as the case may be, appropriate evidence of payment thereof. If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to provide to the Administrative Agent the required evidence of payment, the Borrower shall indemnify the Agents and the Lenders for any incremental taxes, interest or penalties that may become payable by any Agent or any Lender as a result of any such failure. The Borrower shall indemnify any Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Non-Excluded Taxes or Other Taxes (including Non-Excluded Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by such Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent) or by the Administrative Agent, on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Any Lender that is entitled to an exemption from or reduction of any applicable withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other

documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, in the case of any withholding tax other than U.S. federal withholding tax, the completion, execution and submission of such forms shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing, any Lender that is not a "U.S. person" as defined by section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the Form of Exhibit C to the effect that (A) such Non-U.S. Lender is not (i) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (ii) a "10 percent shareholder" of the Borrower within the meaning of section 881(c)(3)(B) of the Code or (iii) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (D) the interest payments in question are not effectively connected with a United States trade or business conducted by such Lender (a "U.S. Tax Compliance Certificate") and (y) duly completed copies of Internal Revenue Service Form W-8BEN,

(iv) to the extent a Non-U.S. Lender is not the beneficial owner (for example, where the Non-U.S. Lender is a partnership or participating Lender granting a typical participation), an Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, U.S. Tax Compliance Certificate, Form W-9, and/or other certification documents from each beneficial owner, as applicable, or

(v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or Administrative Agent to determine the withholding or deduction required to be made.

Each Lender agrees that if any form or certification previously delivered by it expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(e) Each Lender shall indemnify the Administrative Agent within 10 days after demand therefor, for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions or withholdings attributable to such Lender that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, whether or not such taxes, levies, imposts, duties, charges, fees, deductions or withholdings were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(f) If any Administrative Agent or any Lender has received a refund (as determined by the Administrative Agent or Lender, respectively, which determination shall be conclusive absent manifest error) of any Non-Excluded Taxes or Other Taxes (whether directly paid to the Lender or the Administrative Agent, as applicable, or applied to reduce another tax liability) as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 4.10, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 4.10 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of such Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require any Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(g) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

4.11 Indemnity. The Borrower agrees (without duplication of amounts indemnified under Section 4.10 or Section 11.5) to indemnify each Lender and to hold each Lender harmless from any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification shall be limited to an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert

or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

4.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 4.9, 4.10(a) or 4.15 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage; provided, further that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 4.9, 4.10(a) or 4.15.

4.13 Mitigation Obligations; Replacement of Lenders. The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 4.9 or 4.10(a), (b) becomes a Defaulting Lender or (c) is a Non-Consenting Lender in accordance with Section 11.1; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) prior to any such replacement, such Lender shall have not taken action under Section 4.12 so as to eliminate the continued need for payment of amounts owing pursuant to Section 4.9 or 4.10(a), (iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (v) the Borrower shall be liable to such replaced Lender under Section 4.11 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (vi) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 11.6 (including any applicable processing fees associated with such replacement), (viii) until such time as such replacement shall be consummated, the Borrower agrees to pay all additional amounts (if any) required pursuant to Section 4.9 or 4.10(a), as the case may be, and (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

4.14 Evidence of Debt. (a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the type of such Loan and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 4.14(a) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(d) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing any Term Loans, Revolving Loans or Swingline Loans, as the case may be, of such Lender, substantially in the forms of Exhibit D-1, D-2 or D-3, respectively, with appropriate insertions as to date and principal amount.

4.15 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, (a) the commitment of such Lender hereunder to make Eurodollar Loans, continue Eurodollar Loans as such and convert Base Rate Loans to Eurodollar Loans shall forthwith be canceled and (b) such Lender's then outstanding Eurodollar Loans, if any, shall be converted automatically to Base Rate Loans on the respective last days of the then current Interest Periods with respect to such Eurodollar Loans or within such earlier period as required by law. If any such conversion of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower agrees to pay to such Lender such amounts, if any, as may be required pursuant to Section 4.11.

4.16 Defaulting Lender. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 3.5;

(b) The Aggregate Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 11.1), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) If any Swingline Exposure or L/C Exposure exists at the time a Revolving Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Exposure and L/C Exposure shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's Swingline Exposure and L/C Exposure does not exceed the total of all non-Defaulting Lenders' Revolving Commitments and (y) the conditions set forth in Section 6.2 are satisfied at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize such Defaulting Lender's L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 9 for so long as such L/C Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Exposure pursuant to this Section 4.16(c), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section3.9 with respect to such Defaulting Lender's L/C Exposure during the period such Defaulting Lender's L/C Exposure is cash collateralized;

(iv) if the L/C Exposure of the non-Defaulting Lenders is reallocated pursuant to this Section 4.16(c), then the fees payable to the Lenders pursuant to Section3.5 and Section 3.9 shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; or

(v) if any Defaulting Lender's L/C Exposure is neither cash collateralized nor reallocated pursuant to this Section 4.16(c), then, without prejudice to any rights or remedies of the Issuing Lender or any Lender hereunder, all letter of credit fees payable under Section 3.9 with respect to such Defaulting Lender's L/C Exposure shall be payable to the Issuing Lender until such L/C Exposure is cash collateralized and/or reallocated;

(d) so long as any Revolving Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders in a manner consistent with this Section 4.16(c)(i) and/or cash collateral will be provided by the Borrower in accordance with this Section 4.16(c); and

(e) so long as any Lender is a Defaulting Lender, any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 4.8 but excluding Section 4.13) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the

Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Lender or Swingline Lender hereunder, (iii) third, if such Defaulting Lender is a Revolving Lender and the Administrative Agent so determines or is requested by an Issuing Lender or Swingline Lender, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any existing or future participating interest in any Swingline Loan or Letter of Credit, (iv) fourth, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (v) fifth, if such Defaulting Lender is a Revolving Lender and the Administrative Agent and the Borrower so determine, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any Loans under this Agreement, (vi) sixth, to the payment of any amounts owing to the Lenders or an Issuing Lender or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender or such Issuing Lender or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, (vii) seventh, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (viii) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such Defaulting Lender is a Revolving Lender and such payment is (x) a prepayment of the principal amount of any Loans or reimbursement obligations in respect of L/C Disbursements which such Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Section 6.2 are satisfied, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, such Defaulting Lender.

In the event that the Administrative Agent, the Borrower, the Issuing Lender and the Swingline Lender (as applicable) each agrees that a Defaulting Lender which is a Revolving Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and L/C Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 5.

REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, Holdings and the Borrower hereby jointly and severally represent and warrant to each Agent and each Secured Party that:

5.1 Financial Condition. There have been furnished to each Lender:

(a) (i) The audited balance sheets of Holdings and its Subsidiaries as of December 31, 2006, December 31, 2007 and December 31, 2008 and audited consolidated statements of income for the fiscal years then ended and (ii) the unaudited consolidated balance sheets of Holdings and its Subsidiaries as of September 30, 2008 and September 30, 2009 and the related unaudited consolidated statements of income for the nine-month periods ended on such dates (and, in the case of the consolidated balance sheet as of September 30, 2009, the twelve-month period ended on such date) present fairly in all material respects the consolidated financial condition of Holdings and its Subsidiaries as at such dates and the results of their operations for the periods then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as otherwise stated therein or in the case of unaudited financial statements for the omission of footnotes and subject to year end adjustments, which adjustments are, individually and in the aggregate, immaterial).

(b) (i) The unaudited balance sheets of NLS as of December 29, 2007 and December 27, 2008, and unaudited statements of income for the fiscal years then ended and the unaudited balance sheet of NLS as of September 26, 2009, and an unaudited statement of income for the twelve fiscal month period then ended (collectively, the "NLS Financials"). Except as set forth on Schedule 5.1(b)(i), to the best knowledge of the Borrower, the NLS Financials fairly present, in all material respects, the financial condition of NLS as of the dates thereof and results of operations of NLS for the periods shown therein, and were derived from the books and records of NLS in conformity with GAAP consistently applied during the periods covered thereby (except as otherwise stated therein and for the omission of footnotes and subject to year end and other audit adjustments, which adjustments are, individually and in the aggregate, immaterial); and

(ii) (1) unaudited statement of contributed assets and assumed liabilities of the Core Vet Business as of December 29, 2007 and December 27, 2008, and unaudited statements of income for the fiscal years then ended, and (2) unaudited statement of contributed assets and assumed liabilities as of September 26, 2009, and an unaudited statement of income for the twelve fiscal month period then ended (collectively, the "Core Vet Financials"). Except as set forth on Schedule 5.1(b)(ii)-1, (A) the Core Vet Financials have been derived from the accounting records that underlie the consolidated financial statements of Schein as prepared as of the date hereof, which have been prepared in accordance with GAAP consistently applied during the periods covered thereby (except as otherwise stated therein or in the case of unaudited financial statements, subject to year end and other audit adjustments, which adjustments are, individually and in the aggregate, immaterial), (B) the net sales and direct costs have been determined in accordance with GAAP, consistently applied, (C) all other expenses reflected on the Core Vet Financials were determined and allocated in accordance with the principles, assumptions and methodologies on Schedule 5.1(b)(ii)-2 (the "Schein Allocation Methodologies"), which have been consistently applied to the Core Vet Financials, (D) Schein has not made any material mathematical error in applying the Schein Allocation Methodologies, and (E) none of the expenses under the category "Global SG&A Costs" on Schedule 5.1(b)(ii)-3, other than "Corporate Overhead", contains any material costs or expenses that directly support the Core Vet Business. The income statements in the Core Vet Financials fairly present, in all material respects, the results of operations of the Core Vet Business for the periods shown therein, in accordance with the application of the Schein Allocation Methodologies and the

immediately preceding sentence. To the best knowledge of the Borrower, the Core Vet Financials have been prepared in good faith based on appropriate allocation methodologies that provide a reasonable and reasonably accurate presentation in the context of the Transactions.

(c) (i) The unaudited pro forma consolidated balance sheet (the "Pro Forma Balance Sheet") of the Borrower as at September 30, 2009, (ii) the pro forma consolidated statements of income for the fiscal years ended December 31, 2007 and December 31, 2008, respectively, (iii) the pro forma consolidated statement of income for the twelve fiscal month period ended September 30, 2009 and (iv) the pro forma consolidated statement of income for the nine-month periods ended September 30, 2008 and September 30, 2009, respectively, to the extent prepared in reliance on the financial statements set forth in Section 5.1(b), to the best knowledge of the Borrower present fairly the pro forma consolidated financial condition of the Borrower as at such dates and the pro forma results of its operations for such periods, after giving effect (as if such events had occurred on October 1, 2008) to the Transactions (and, in the case of such balance sheet, the financing thereof). The Pro Forma Balance Sheet has been prepared based on the best information available to the Borrower as of the date of delivery thereof and as at September 30, 2009, assuming the events specified in the preceding sentence had actually occurred at such date.

5.2 No Change. Since September 30, 2009, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

5.3 Corporate Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other entity and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4 Power; Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) consents, authorizations, filings and notices described in Schedule 5.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (ii) the filings referred to in Section 5.19. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document constitutes, a legal, valid and binding

obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Group Member and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents). No Requirement of Law or Contractual Obligation applicable to the Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

5.6 Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

5.7 No Default. No Group Member is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

5.8 Ownership of Property; Liens. As of the Closing Date, each Group Member has a valid leasehold interest in all of its real property, and good title to, or a valid leasehold interest in, all of its other property, and none of such property is subject to any Lien except as permitted by Section 8.3.

5.9 Intellectual Property. Each Group Member owns, or is licensed or otherwise has the right to use, all Intellectual Property, free of material Liens, necessary for the conduct of its business as currently conducted. No material claim, litigation, investigation or other proceeding has been asserted and is pending, or to the knowledge of the Borrower, threatened by any Person involving any material Intellectual Property owned by any Group Member, or the validity or enforceability of any such Intellectual Property, nor does the Borrower know of any valid basis for any such claim. To the knowledge of the Borrower, the conduct of each Group Member's business and the use of owned and licensed Intellectual Property by each Group Member as currently used does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any Person in any material respect.

5.10 Taxes. Each Group Member has filed or caused to be filed all Federal, state and other material tax returns that are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any such taxes, fees or charges, the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in

conformity with GAAP have been provided on the books of the Borrower, Holdings or their Subsidiaries, as the case may be); no tax Lien has been filed, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.

5.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or (b) for any purpose that violates the provisions of the Regulations of the Board. No more than 25% of the assets of the Group Members consist of "margin stock" as so defined. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

5.12 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of the Borrower, threatened; (b) hours worked by and payments made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member.

5.13 ERISA. During the five-year period prior to the date on which this representation is made or deemed made, and except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to the Borrower or any Commonly Controlled Entity: (a) each Plan has complied in all material respects with the applicable provisions of ERISA and the Code; (b) no Reportable Event or non-exempt Prohibited Transaction has occurred; (c) prior to the effective date of the PPA, no "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA), and on and after the effective date of the PPA, no failure to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) with respect to any Plan, whether or not waived, has occurred; (d) there has been no filing pursuant to Section 412(c) of the Code or Section 302(c) ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, no failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan, or failure by Borrower or any Commonly Controlled Entity to make a required contribution to a Multiemployer Plan; (e) neither Borrower nor any Commonly Controlled Entity has incurred any liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Plan; (f) there has been no determination that any Plan is, or is expected to be, in "at risk" status within the meaning of Section 430 of the Code or Section 303 of ERISA; (g) neither Borrower nor any Commonly Controlled Entity has received any notice from the PBGC or a plan administrator of any notice relating an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (h) neither Borrower nor any Commonly Controlled Entity has incurred any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; and (i) neither Borrower nor any Commonly Controlled Entity has received any notice, or sent any notice to any

Multiemployer Plan, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization or in endangered or critical status within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA.

5.14 Investment Company Act; Other Regulations. No Loan Party is an "investment company", or a company "controlled" by a Person required to register as an "investment company", within the meaning of the Investment Company Act of 1940, as amended. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board) that limits its ability to incur Indebtedness.

5.15 Subsidiaries. Except as disclosed to the Administrative Agent by the Borrower in writing from time to time after the Closing Date, (a) Schedule 5.15 sets forth the name and jurisdiction of incorporation of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary, except as created by the Loan Documents.

5.16 Use of Proceeds. The proceeds of the Term Loans shall be used to finance a portion of the Transactions and to pay related fees and expenses. The proceeds of the Revolving Loans, together with the proceeds of the Swingline Loans and the Letters of Credit, shall be used to pay a portion of the fees and expenses relating to the Transactions and to finance working capital needs and for general corporate purposes of the Borrower and its Subsidiaries.

5.17 Environmental Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties currently leased, owned or operated by any Group Member (the "Properties") do not contain, and, to the Borrower's knowledge, have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected to give rise to liability to any Group Member under, any Environmental Law;

(b) no Group Member has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of by any Group Member nor has any Group Member arranged for the disposal of any Materials of Environmental Concern in violation of, or in a manner or to a location that could reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties or any formerly leased, owned or operated facility or property, by

any Group Member or, to the Borrower's knowledge, any other Person in violation of, or in a manner that could reasonably be expected to give rise to liability of any Group Member under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower, threatened, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business, nor is any Group Member subject to any consent decrees or other decrees, consent orders, administrative orders or other orders, that remain outstanding or unresolved under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or any formerly leased, owned or operated facility or property, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in connection with the Business, in amounts or in a manner that could reasonably be expected to give rise to liability to any Group Member under Environmental Laws;

(f) all Group Members, the Properties and all operations at the Properties are in compliance, and, to the Borrower's knowledge, have been in compliance, with all applicable Environmental Laws; and

(g) no Group Member has assumed any liability of any other Person under Environmental Laws.

5.18 Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished (and, in the case of the Confidential Information Memorandum, as of the date of this Agreement), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading. The projections and pro forma financial information contained in the materials referenced above (including the projections for the Borrower and its Subsidiaries on a quarterly basis for 2010 and 2011 and on an annual basis for 2012 through 2015) are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. As of the Closing Date, (i) the representations and warranties contained in the Transaction Documentation made by or on behalf of any Loan Party were true and correct in all material respects and (ii) to the knowledge of the Borrower, the representations and warranties contained in the Transaction Documentation made by or on behalf of Persons other than the Loan Parties were true and correct in all material respects. There is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in the other Loan Documents, in the Confidential Information

Memorandum or in any other documents, certificates and statements furnished to the Administrative Agent and the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents.

5.19 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Stock and Pledged Notes (as each is defined in the Guarantee and Collateral Agreement) described in the Guarantee and Collateral Agreement, when certificates (if any) and promissory notes representing such Pledged Stock and Pledged Notes, respectively, are delivered to the Administrative Agent (together with a properly completed and signed stock power or endorsement), and in the case of the other Collateral described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 5.19(a) in appropriate form are filed in the offices specified on Schedule 5.19(a), to the extent perfection can be accomplished by filing in such offices, the Guarantee and Collateral Agreement shall constitute a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock and Pledged Notes, Liens permitted by Section 8.3 which are entitled to priority as a matter of law).

(b) When executed and delivered, each of the Control Agreements will be effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in each of the deposit accounts (other than payroll or benefit accounts) identified as such on Schedule 5.21.

5.20 Solvency. Each Loan Party is, and after giving effect to the Transactions and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith will be and will continue to be, Solvent.

5.21 Deposit and Disbursement Accounts. As of the Closing Date, Schedule 5.21 lists all banks and other financial institutions at which any Loan Party maintains deposit or other accounts, and such Schedule 5.21 correctly identifies the name, address and telephone number of each depository, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor.

5.22 Certain Documents. The Borrower has delivered to the Administrative Agent a complete and correct copy of the Transaction Documentation, including any amendments, supplements or modifications with respect to any of the foregoing.

5.23 Holdings. After giving effect to the consummation of the Transactions, Holdings does not engage in any trade or business or own or hold any assets (other than its interest in the Borrower and de minimus assets), and has not incurred any Indebtedness or Guarantee Obligations or other liabilities other than pursuant to the Loan Documents.

5.24 Foreign Assets Control Regulations. The Borrower is not, and to the knowledge of the Borrower, none of its Affiliates is, or will be after consummation of the Transactions contemplated by the Loan Documents and application of the proceeds of the Loans, by reason of being a "national" of a "designated foreign country" or a "specially designated national" within the meaning of the Regulations of the Office of Foreign Assets Control, United States Treasury Department (31 C.F.R., Subtitle B, Chapter V), or for any other reason, in violation of, any United States Federal statute or Presidential Executive Order concerning trade or other relations with any foreign country or any citizen or national thereof or the ownership or operation of any property.

5.25 Anti-Terrorism Laws.

(a) The Borrower is not and, to the knowledge of the Borrower, none of its Affiliates is in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107- 56.

(b) The Borrower is not, and to the knowledge of the Borrower, no Affiliate or broker or other agent of the Borrower acting or benefiting in any capacity in connection with the Loans is, any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

(c) The Borrower does not, and to the knowledge of the Borrower, no broker or other agent of the Borrower acting in any capacity in connection with the Loans, (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in paragraph (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

SECTION 6.

CONDITIONS PRECEDENT

6.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it on the Closing Date is subject to the satisfaction or waiver, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Borrower and each Person listed on Schedule 1.1, (ii) the Guarantee and Collateral Agreement, executed and delivered by the Borrower and each Guarantor and (iii) an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Loan Party.

(b) Transactions, etc. In each case the following shall have occurred:

(i) The Transactions shall have been consummated in accordance with all material applicable law and no provision of the Transaction Documentation shall have been waived, amended, supplemented or otherwise modified in any manner that is materially adverse to the interests of the Lenders without approval of the Administrative Agent; and

(ii) The Administrative Agent shall have received (1) satisfactory evidence that the existing credit agreement dated as of July 1, 2005, as amended and restated as of January 22, 2007, among the Borrower, Butler, Holdings, the several lenders parties thereto, Wells Fargo Bank, N.A., as syndication agent, J.P. Morgan Securities Inc. (as successor to Bear Stearns & Co. Inc.), as lead arranger and JPMorgan Chase Bank (as successor to Bear Stearns Corporate Lending Inc.), as administrative agent, shall have been terminated and all amounts thereunder shall have been paid in full, (2) evidence that satisfactory arrangements shall have been made for the termination of all Liens granted in connection therewith and (3) evidence that satisfactory arrangements shall have been made for the termination of all Liens granted in connection with the Schein Assets.

(c) Approvals. The governmental and third party approvals set forth on Schedule 6.1(c) shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions on the financing contemplated hereby.

(d) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in each of the domestic jurisdictions where assets of each Loan Party are located, and such search shall reveal no Liens on any of the assets of the Loan Parties except for

liens permitted by Section 8.3 or discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(e) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit E, with appropriate insertions and attachments including the certificate of formation or appropriate formation documents of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a long form good standing certificate for each Loan Party from its jurisdiction of organization.

(f) Representations and Warranties. Each of the representations and warranties (to the extent applicable on the Closing Date) made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date.

(g) Legal Opinions. The Administrative Agent shall have received the executed legal opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to the Borrower and its Subsidiaries, in form and substance reasonably acceptable to the Administrative Agent.

(h) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the Closing Date.

(i) Solvency Certificate. The Administrative Agent shall have received a solvency certificate, in form and substance satisfactory to the Administrative Agent, from the chief financial officer or other authorized officer of the Borrower.

(j) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 8.3), shall be in proper form for filing, registration or recordation.

(k) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 5.3(b) of the Guarantee and Collateral Agreement.

(l) Ratings. The Administrative Agent shall have received evidence that the Borrower has obtained a corporate rating of at least B2 from Moody's and B from S&P, and the Facilities shall have received a facility rating of at least B2 from Moody's and B from S&P, in each case with stable or better outlook.

(m) Other Documents. The Administrative Agent shall have received such other documents, instruments and certificates as it shall reasonably require.

6.2 Conditions to Each Extension of Credit. The agreement of each Lender to make any extension of credit requested to be made by it on any date (including its initial extension of credit on the Closing Date) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date, except for any representation and warranty that expressly relates to an earlier date, in which case such representation and warranty shall be true and correct as of such date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 6.2 have been satisfied.

SECTION 7.

AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or Agent hereunder, the Borrower shall and shall cause each of its Subsidiaries to:

7.1 Financial Statements. Furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Consolidated Group as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Consolidated Group, the unaudited consolidated balance sheet of the Consolidated Group as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the

periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein).

7.2 Certificates; Other Informati. Furnish to the Administrative Agent and each Lender (or, in the case of clause (g), to the relevant Lender):

(a) concurrently with the delivery of the financial statements referred to in Section 7.1(a), a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default with respect to any financial and/or accounting matters, including Borrower's noncompliance with any financial covenants set forth in this Agreement, except as specified in such certificate;

(b) concurrently with the delivery of any financial statements pursuant to Section 7.1, (i) a certificate of a Responsible Officer stating that, to the best of such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party, (2) a list of any Intellectual Property acquired by or exclusively licensed to any Loan Party and (3) a description of any Person that has become a Group Member, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Closing Date);

(c) as soon as available, and in any event no later than 60 days after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year, the related consolidated statements of projected cash flow, projected changes in financial position and projected income and a description of the underlying assumptions applicable thereto), and, as soon as available, significant revisions, if any, of such budget and projections with respect to such fiscal year (collectively, the "Projections"), which Projections shall in each case be accompanied by a certificate of a Responsible Officer stating that such Projections are based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Projections are incorrect or misleading in any material respect;

(d) if the Borrower or Holdings is not then a reporting company under the Exchange Act, as amended, within 45 days after the end of each fiscal quarter of the Borrower (or 90 days, in the case of the last fiscal quarter of any fiscal year), a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the

end of such fiscal quarter, as compared to the portion of the Projections covering such periods and to the comparable periods of the previous year;

(e) no later than 3 Business Days prior to the effectiveness thereof, copies of substantially final drafts of any proposed amendment, supplement, waiver or other modification with respect to the Transaction Documentation;

(f) within 5 days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within 5 days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC; and

(g) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

7.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

7.4 Maintenance of Existence; Compliance. (a) (i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 8.4 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

7.5 Maintenance of Property; Insurance. (a) Keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

7.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and accounts in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit representatives designated by any Lender upon reasonable prior notice to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal business hours and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members in the presence of an officer or other representative of the Borrower with officers and employees of the Group Members and with their independent certified public accountants.

7.7 Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that in either case could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) in which the amount involved is $2,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought or (iii) which relates to any Loan Document;

(d) the following events that could in any case reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 30 days after the Borrower or any Commonly Controlled Entity knows or has reason to know thereof: (i) the occurrence of a Reportable Event or non-exempt Prohibited Transaction; (ii) a failure to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) with respect to any Plan, whether or not waived, or a filing pursuant to Section 402(c) of the Code or Section 302(c) ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (iii) a failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan, or a failure by Borrower or any Commonly Controlled Entity to make a required contribution to a Multiemployer Plan; (iv) the incurrence by Borrower or any Commonly Controlled Entity of liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Plan; (v) the determination that any Plan is, or is expected to be, in "at risk" status within the meaning of Section 430 of the Code or Section 303 of ERISA; (vi) the receipt by Borrower or any Commonly Controlled Entity of any notice from the PBGC or a plan administrator relating an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (vii) the incurrence by Borrower or any Commonly Controlled Entity of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (viii) the receipt by Borrower or any Commonly Controlled Entity of any notice, or sending by Borrower or any Commonly Controlled Entity of any notice to any Multiemployer Plan, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization or in endangered or critical status within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA;

(e) copies of any documents described in Sections 101(k) or 101(l) of ERISA that Borrower or any Commonly Controlled Entity may request and has actually received with respect to any Multiemployer Plan; provided, that if the Borrower or any Commonly Controlled Entity has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, the Borrower and/or its Commonly Controlled Entities shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices to the Administrative Agent promptly after receipt thereof, if and

to the extent such documents are actually received by the Borrower; and further provided, that the rights granted to the Administrative Agent in this section shall be exercised not more than once during a 12-month period; and

(f) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 7.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Subsidiary proposes to take with respect thereto.

7.8 Environmental Laws. (a) Comply in all material respects with, and ensure compliance in all material respects by all tenants and subtenants of any Property, including any future Property to be acquired by any Group Member prior to the Term Termination Date, if any, with, all applicable Environmental Laws, and obtain and comply in all material respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws for the operation of the Business. For purposes of this Section 7.8(a), noncompliance with any of the foregoing shall be deemed not to constitute a breach of this covenant if upon learning of any actual or alleged noncompliance, such Group Member shall promptly undertake reasonable efforts to achieve compliance and provided that any failure to comply with any of the foregoing would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws with respect to the Property or the Business.

7.9 Interest Rate Protection. Within 90 days after the Closing Date, enter into, and thereafter maintain, Hedge Agreements to the extent necessary to provide that at least 50% of the aggregate principal amount of the Term Loans is subject to either a fixed interest rate or interest rate protection for a period of not less than two years, which Hedge Agreements shall have terms and conditions reasonably satisfactory to the Administrative Agent.

7.10 Additional Collateral, etc. (a) With respect to any property acquired after the Closing Date by any Group Member (other than (x) any property described in paragraph (c) or (d) below and any interest in real property, (y) any property subject to a Lien expressly permitted by Section 8.3(g) or 8.3(j) and (z) property acquired by any Excluded Foreign Subsidiary) as to which the Administrative Agent, for the benefit of the relevant Secured Parties, does not have a perfected Lien, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the relevant Secured Parties, a first priority security interest in such property and (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the relevant Secured Parties, a first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the

Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least $1,000,000 acquired after the Closing Date by any Group Member (other than (x) any such real property subject to a Lien expressly permitted by Section 8.3(g) or 8.3(j) and (y) real property acquired by any Excluded Foreign Subsidiary), promptly (i) execute and deliver a Mortgage, in favor of the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, for the benefit of the Secured Parties, covering such real property, which shall grant to the Administrative Agent for the benefit of the Secured Parties a first priority security interest in such property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) With respect to any new Subsidiary (other than an Excluded Foreign Subsidiary) created or acquired after the Closing Date by any Group Member (which, for the purposes of this paragraph (c), shall include any existing Subsidiary that ceases to be an Excluded Foreign Subsidiary), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the relevant Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any Group Member, in the case of the Secured Parties, (ii) deliver to the Administrative Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the relevant Secured Parties a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit E, with appropriate insertions and attachments, and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(d) With respect to any new Excluded Foreign Subsidiary created or acquired after the Closing Date by any Group Member (other than by any Group Member that is an

Excluded Foreign Subsidiary), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any such Group Member (provided that in no event shall more than 65% of the total outstanding Capital Stock of any such new Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, as the case may be, and take such other action as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

7.11 Maintenance of Ratings. At all times use commercially reasonable efforts to maintain ratings issued by Moody's and S&P with respect to the Facilities.

7.12 Patriot Act Compliance. Provide such information and take such actions as are reasonably required by the Administrative Agent or any Lender in order to assist the Administrative Agent and Lenders with compliance with the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001, as amended.

7.13 Landlord Waivers; Bailee Letters. As reasonably requested by the Administrative Agent and to the extent not otherwise delivered pursuant to Sections 6.1 and 6.2, the Borrower shall use commercially reasonable efforts to obtain a landlord's agreement or bailee letter, as applicable, from the lessor of each leased property or bailee with respect to any warehouse, processor or converter facility or other location where Collateral having a fair market value in the aggregate equal to at least $1,000,000 is reasonably likely to be stored or located for more than a temporary period, which agreement or letter shall be reasonably satisfactory in form and substance to the Administrative Agent.

7.14 Further Assurances. From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Administrative Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Borrower or any Subsidiary which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Administrative Agent or any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or such Lenders may be required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

SECTION 8.

NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or Agent hereunder, the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

8.1 Financial Condition Covenants

(a) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as at the last day of any fiscal quarter ending as set forth below to exceed the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter	Consolidated Leverage Ratio
March 31, 2010	4.75:1.00
June 30, 2010	4.75:1.00
September 30, 2010	4.75:1.00
December 31, 2010	4.75:1.00
March 31, 2011	4.50:1.00
June 30, 2011	4.50:1.00
September 30, 2011	4.25:1.00
December 31, 2011	4.25:1.00
March 31, 2012	3.75:1.00
June 30, 2012	3.75:1.00
September 30, 2012	3.50:1.00
December 31, 2012	3.25:1.00
March 31, 2013	3.00:1.00
June 30, 2013	2.75:1.00
September 30, 2013	2.50:1.00
December 31, 2013	2.50:1.00
March 31, 2014	2.50:1.00
June 30, 2014	2.50:1.00
September 30, 2014	2.50:1.00
December 31, 2014	2.50:1.00
March 31, 2015	2.50:1.00
June 30, 2015	2.50:1.00
September 30, 2015	2.50:1.00
December 31, 2015	2.50:1.00

Fiscal Quarter	Consolidated Leverage Ratio
December 31, 2015	2.50:1.00

(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Consolidated Group (or, if less, the number of full fiscal quarters subsequent to the Closing Date) ending with any fiscal quarter set forth below to be less than the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter	Consolidated Interest Coverage Ratio
March 31, 2010	3.50:1.00
June 30, 2010	3.50:1.00
September 30, 2010	3.50:1.00
December 31, 2010	3.50:1.00
March 31, 2011	3.75:1.00
June 30, 2011	4.00:1.00
September 30, 2011	4.25:1.00
December 31, 2011	4.25:1.00
March 31, 2012	4.50:1.00
June 30, 2012	4.50:1.00
September 30, 2012	4.50:1.00
December 31, 2012	4.50:1.00
March 31, 2013	4.50:1.00
June 30, 2013	4.50:1.00
September 30, 2013	4.75:1.00
December 31, 2013	5.00:1.00
March 31, 2014	5.00:1.00
June 30, 2014	5.00:1.00
September 30, 2014	5.00:1.00
December 31, 2014	5.00:1.00
March 31, 2015	5.00:1.00
June 30, 2015	5.00:1.00
September 30, 2015	5.00:1.00
December 31, 2015	5.00:1.00

8.2 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) Indebtedness (i) of the Borrower to any Subsidiary, (ii) of any Wholly Owned Guarantor to the Borrower or any other Guarantor, (iii) of any Foreign Subsidiary to any other Foreign Subsidiary and (iv) subject to Section 8.8(h), of any Foreign Subsidiary to the Borrower or any Wholly Owned Guarantor;

(c) Guarantee Obligations incurred in the ordinary course of business by the Borrower or any of its Subsidiaries of obligations of the Borrower, any Wholly Owned Guarantor and, subject to Section 8.8(h), of any Foreign Subsidiary;

(d) Indebtedness outstanding on the date hereof and listed on Schedule 8.2(d) and any refinancings, refundings, renewals or extensions thereof (without increasing, or shortening the maturity of, the principal amount thereof);

(e) Indebtedness in respect of Purchase Money Obligations and any refinancings or renewals thereof (in an aggregate principal amount not to exceed $10,000,000 at any one time outstanding;

(f) Hedge Agreements permitted under Section 8.11; and

(g) additional Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed $10,000,000 at any one time outstanding.

(h) Indebtedness of a Person in an aggregate amount not to exceed $10,000,000 at any time outstanding whose Capital Stock or assets are acquired in a Permitted Acquisition and any refinancing thereof; provided that such Indebtedness was not incurred in connection with, or in anticipation of such Permitted Acquisition;

(i) contingent liabilities in an aggregate amount not to exceed $10,000,000 at any time outstanding in respect of any indemnification, adjustment of purchase price, earn out, non-compete, consulting, deferred compensation and similar obligations of the Borrower or their Subsidiaries incurred in connection with any Permitted Acquisition or the Disposition of any business or property;

(j) without duplication of Indebtedness permitted under clause (i) above, Indebtedness representing deferred compensation to employees of the Borrower and its Subsidiaries made in the ordinary course of business in an aggregate amount not to exceed $2,500,000 (net of investment reserves in respect of such deferred compensation) at any time outstanding;

(k) Indebtedness incurred in the ordinary course and owed to any Person providing property, casualty or liability insurance to the Borrower or its Subsidiaries, so long as such Indebtedness shall not be in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness shall only be outstanding during such year;

(l) Indebtedness not to exceed $200,000 at any time outstanding arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of the incurrence thereof;

(m) Indebtedness in respect of bid, performance or surety bonds, workers' compensation claims, self-insurance obligations and bankers' acceptances issued for the account of the Borrower or any of their Subsidiaries in the ordinary course of business, including guarantees or obligations of the Borrower or any of their Subsidiaries with respect to letters of credit supporting such bid, performance or surety bonds, workers' compensation claims, self-insurance obligations and bankers' acceptances; and

(n) unsecured Indebtedness of the Borrower that is subordinated in right of payment to the prior payment in full of the Obligations, pursuant to terms and conditions reasonably satisfactory to the Administrative Agent, and (ii) unsecured Guarantee Obligations of any Subsidiary that is a Guarantor in respect of such Indebtedness so long as such Guarantee Obligations are subordinated to the same extent as the obligations of the Borrower in respect of such Indebtedness; provided that (x) there are no scheduled payments of principal on such Indebtedness prior to the date six months after the Term Termination Date and (y) after giving effect to such Indebtedness and the Borrower's use of the proceeds thereof, the Borrower shall be in compliance with the financial covenants set forth in Section 8.1.

8.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes, assessments, government charges or levies not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 45 days or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits made to secure liability to insurance carriers;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), sales, leases, statutory or regulatory obligations, self insurance obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, licenses and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(f) Liens in existence on the date hereof listed on Schedule 8.3(f), securing Indebtedness permitted by Section 8.2(d); provided that no such Lien shall attach to any additional property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(g) Liens securing Indebtedness of the Borrower or any Subsidiary incurred pursuant to Section 8.2(e) or 8.2(f); provided that (i) such Liens shall be created substantially simultaneously with the acquisition of such assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (iii) the amount of Indebtedness secured thereby is not increased;

(h) Liens created pursuant to the Loan Documents;

(i) any interest or title of a lessor or lessee under any lease entered into by the Borrower or any Subsidiary in the ordinary course of its business and covering only the assets so leased;

(j) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) $5,000,000 at any one time;

(k) Liens upon inventory or other goods securing obligations in respect of bankers' acceptances or documentary letters of credit issued or created to facilitate the shipment or storage of such inventory or other goods;

(l) customary set-off rights or similar rights and remedies of applicable banks to the extent permitted under the Control Agreements, if applicable;

(m) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default;

(n) any Lien on any asset of the Borrower existing as of the date hereof as set forth on Schedule 8.3(f), including renewals and replacements thereof; provided that the principal amount of the Indebtedness secured by such Lien is not increased, the terms of such Indebtedness are not less favorable to the Borrower than the terms of the Indebtedness so renewed or replaced, and such Lien does not attach to any other property;

(o) Liens arising from precautionary Uniform Commercial Code financing statements by lessors in connection with operating leases;

(p) leases and subleases granted to third Persons in the ordinary course of business; and

(q) Liens securing Indebtedness incurred pursuant to Section 8.2(i).

8.4 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of, all or substantially all of its property or business, except that:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any Wholly Owned Guarantor (provided that the Wholly Owned Guarantor shall be the continuing or surviving corporation); and

(b) any Subsidiary of the Borrower may Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any Wholly Owned Guarantor, or subject to Section 8.8(h) in a Foreign Subsidiary;

(c) any Subsidiary may merge with another Person to effect a transaction permitted under Section 8.8;

(d) Permitted Acquisitions; and

(e) transactions permitted under Section 8.5 shall be permitted.

8.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory in the ordinary course of business;

(c) Dispositions permitted by Section 8.4(b);

(d) the sale or issuance of any Subsidiary's Capital Stock to the Borrower or any Wholly Owned Guarantor;

(e) the Disposition of property having a fair market value not to exceed $3,000,000 in the aggregate for any fiscal year of the Borrower; and

(f) the Disposition of leased properties of any Group Member not necessary for the conduct or the operation of the business of such Group Member consistent with terms disclosed to the Administrative Agent.

8.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Borrower or any Subsidiary (collectively, "Restricted Payments"), except that:

(a) any Subsidiary may make Restricted Payments to the Borrower or any Wholly Owned Guarantor;

(b) the Borrower may make the Closing Date Distribution;

(c) the Borrower may pay dividends or make other Restricted Payments to Holdings in an aggregate amount since the date hereof equal to the sum of (i) $10,000 and (ii) the portion of the Excess Cash Flow of the Borrower for each completed fiscal year of the Borrower not required to be paid as a mandatory prepayment pursuant to Section 4.2; provided that no such Restricted Payment shall be made if a Default or Event of Default shall have occurred and be continuing or would result after giving pro forma effect to such Restricted Payment;

(d) the Borrower may pay dividends to Holdings to permit Holdings to (i) pay corporate overhead expenses incurred in the ordinary course of business not to exceed $1,000,000 in any fiscal year, (ii) pay any taxes that are due and payable by Holdings and the Borrower as part of a consolidated group not to exceed the amount of taxes that the Borrower and its Subsidiaries would have paid as a stand-alone group and (iii) so long as Borrower is treated, for U.S. federal income tax purposes, as a partnership or an entity disregarded as separate from its owner, pay the amounts necessary to make distributions described in Section 8.6(f) to the extent such distributions are attributable to the net income of the Borrower that is allocated to Holdings (determined as if the Borrower were a stand-alone partnership in the event the Borrower is a disregarded entity);

(e) the Borrower may purchase or redeem Capital Stock of any Group Member from deceased or terminated directors, managers and former and existing employees in an aggregate amount not to exceed $5,000,000 in any fiscal year; provided that no Default or Event of Default shall have occurred and be continuing or would result after giving pro forma effect to such Restricted Payment; and

(f) so long as Holdings is treated as a partnership for tax purposes, Holdings may make cash distributions to each of its members from time to time in an amount not exceeding the amount of income taxes deemed payable by its members with respect to the net income of Holdings calculated as set forth on Schedule 8.6.

8.7 Capital Expenditures. Make or commit to make any Capital Expenditure, except Capital Expenditures of the Consolidated Group in the ordinary course of business not exceeding $7,500,000 in the aggregate during any fiscal year; provided, that up to 100% of any such amount, if not so expended in the fiscal year for which it is permitted, may be carried over for expenditure in the next succeeding fiscal year (provided that such excess carryover may only be used after the amounts permitted to be expended in such fiscal year have been used and such carryover may only be used during such fiscal year).

8.8 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 8.2(c);

(d) loans and advances to employees of any Group Member of the Borrower in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for all Group Members not to exceed $500,000 at any one time outstanding;

(e) the Transactions;

(f) Investments in assets useful in the business of the Borrower and its Subsidiaries made by the Borrower or any of its Subsidiaries with the proceeds of any Reinvestment Deferred Amount;

(g) intercompany Investments by any Group Member in the Borrower or any Person that, prior to and after giving effect to such Investment, is a Guarantor;

(h) in addition to Investments otherwise expressly permitted by this Section, Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed $7,500,000 during the term of this Agreement;

(i) Investments existing on the date hereof as identified on Schedule 8.8(i);

(j) Investments made by the Borrower or any of its Subsidiaries for the purpose of consummating Permitted Acquisitions;

(k) deposits made in the ordinary course of business to secure the performance of leases not to exceed $1,000,000;

(l) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(m) Investments arising out of the receipt by the Borrower or any of their Subsidiaries of non-cash consideration for any Disposition permitted by Section 8.5 in an aggregate amount not to exceed $2,500,000 at any time outstanding; and

(n) transactions expressly permitted by Section 8.2, 8.4, 8.5, 8.6, 8.8 or 8.9(j).

8.9 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Borrower or any Wholly Owned Guarantor) unless such transaction is:

(a) otherwise permitted under this Agreement;

(b) in the ordinary course of business of the relevant Group Member;

(c) upon fair and reasonable terms no less favorable to the relevant Group Member, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate;

(d) [intentionally deleted];

(e) the provision of services by Schein and its Control Investment Affiliates to the Borrower and its Subsidiaries pursuant to the Transaction Agreement;

(f) compensation (including indemnities and reimbursement of reasonable expenses which are customary and ordinary in light of the Borrower's industry and size) of officers and the directors and managers of the Borrower;

(g) benefit arrangements in the ordinary course (including for the payment of reasonable fees and compensation) with any employee, consultant, officer or director of any Group Member; provided that such arrangements have been disclosed to the Administrative Agent and Lenders prior to the Closing Date, and such arrangements are not modified without the consent of Required Lenders;

(h) transactions in existence on the date hereof as identified on Schedule 8.9(h);

(i) any transaction on the Closing Date constituting part of the Transactions;

(j) loans or advances to employees in the ordinary course of business not to exceed $200,000 individually and $1,000,000 in the aggregate at any time outstanding; or

(k) transactions expressly permitted by Section 8.2, 8.4, 8.5, 8.6 and 8.8.

8.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member, unless such sale and any resulting Indebtedness and/or Liens are expressly permitted hereunder.

8.11 Hedge Agreements. Enter into any Hedge Agreement, except (a) Hedge Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Capital Stock) and (b) Hedge Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

8.12 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters; provided that Borrower shall be permitted to change (x) its fiscal year to the fiscal year of Schein as determined in accordance with Schein's methodology as of the date hereof and (y) its

methodology of determining fiscal quarters to be consistent with the methodology of Schein for determining Schein's fiscal quarters.

8.13 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon the ability of any Group Member to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents or any refinancing thereof other than:

(a) this Agreement and the other Loan Documents;

(b) any agreements governing any Purchase Money Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby);

(c) any prohibition or limitation that (1) exists pursuant to applicable law, (2) restricts subletting or assignment of any lease governing a leasehold interest of the Borrower or its Subsidiaries, or (3) is imposed by any amendments or refinancings that are otherwise permitted by this Agreement or the Loan Documents; provided that such amendments and refinancings are no more materially restrictive with respect to such prohibitions and limitations than those prior to such amendment or refinancing;

(d) any other agreement that does not restrict in any manner (directly or indirectly) Liens created pursuant to the Loan Documents on any Collateral securing the Obligations and does not require the direct or indirect granting of any Lien securing any Indebtedness or other obligation by virtue of the granting of Liens on or pledge of property of any Loan Party to secure the Obligations; and

(e) any prohibition or limitation that (1) consists of customary restrictions and conditions contained in any agreement relating to the Disposition of any property permitted under Section 8.5 pending the consummation of such sale or (2) exists in any agreement in effect at the time any Person becomes a Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary.

8.14 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (c) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (iii) applicable law, (iv) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary, (v) any Lien permitted by Section 8.3 restricting the transfer of the property subject thereto, (vi) customary provisions in partnership

agreements, limited liability company organizational governance documents, asset sales and stock sale agreements and other similar agreements entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company or similar person, (vii) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by this Agreement or the Loan Documents; provided that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those prior to such amendment or refinancings, (viii) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business, (ix) customary restrictions and conditions contained in any agreement relating to the Disposition of any property permitted under Section 8.5 pending the consummation of such sale, (x) any agreement applicable to such Subsidiary in effect at the time such Subsidiary becomes a Subsidiary of the Borrower, so long as such agreement was not entered into in connection with or in contemplation of such person becoming a Subsidiary of such Borrower, (xi) restrictions on cash or other deposits or net worth imposed by suppliers or landlords under contracts entered into in the ordinary course of business, (xii) any instrument governing Indebtedness assumed in connection with any Permitted Acquisition, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired.

8.15 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related thereto.

8.16 Amendments to Material Contracts and Transaction Documentation. (a) Amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of the indemnities and licenses furnished to the Borrower or any of its Subsidiaries pursuant to the Transaction Documentation such that after giving effect thereto such indemnities or licenses shall be materially less favorable to the interests of the Loan Parties or the Lenders with respect thereto, (b) otherwise amend, supplement or otherwise modify the terms and conditions of the Transaction Agreement in a manner adverse to any Agent or Lender, as may be determined in the reasonable discretion of the Agents or (c) otherwise amend, supplement or otherwise modify the terms and conditions of any Material Contract or the Transaction Documentation (other than the Transaction Agreement) or any such other documents except for any such amendment, supplement or modification that (i) becomes effective after the Closing Date and (ii) could not reasonably be expected to have a Material Adverse Effect.

8.17 Additional Deposit Accounts. Create or replace any deposit account listed on Schedule 5.21 (other than payroll or benefit accounts) unless (i) the Administrative Agent shall have consented in writing in advance to the addition or replacement of such account with the relevant bank, (ii) prior to the time of the opening of any such new account, the applicable Loan Party and such bank shall have executed and delivered to the Administrative Agent a tri-party blocked account agreement, in form and substance satisfactory to the Administrative Agent, and (iii) prior to the time of the opening of such new account, the Loan Parties shall have delivered to the Administrative Agent an updated Schedule 5.21 (together with any amendments or supplements to the schedules to the Guarantee and Collateral Agreement) reflecting the additional or subtracted account.

8.18 Optional Payments and Modifications of Certain Debt Instruments. (a) Make or offer to make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Subordinated Debt; (b) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Subordinated Debt if the effect of such amendment, modification, waiver or other change is to increase the interest rate on any Subordinated Debt, change (to earlier dates) any dates on which payments of principal or interest are due thereon, change any event of default or condition to an event of default with respect thereto (other than to eliminate any such event of default or increase any grace period related thereto or otherwise make such event of default or condition less restrictive or burdensome on the Borrower), change the redemption, prepayment or defeasance provisions thereof, change the subordination provisions of any Subordinated Debt (or any guarantee thereof), or to increase materially the obligations of the Borrower thereunder or to confer any additional rights on the holders of any Subordinated Debt (or a trustee or other representative on their behalf) that would be adverse in any material respect to any Loan Party or the Lenders, or require the payment of a consent fee; or (c) designate any Indebtedness (other than obligations of the Loan Parties pursuant to the Loan Documents) as "Designated Senior Debt" (or any other defined term having a similar purpose) for the purposes of any document governing any Subordinated Debt.

SECTION 9.

EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) (i) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 7.4(a) (with respect to the Borrower only), Section 7.7(a) or Section 8 of this Agreement or Sections 5.6 and 5.8(b) of the Guarantee and Collateral Agreement or (ii) an "Event of Default" under and as defined in any Mortgage shall have occurred and be continuing; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a

period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Group Member (i) defaults in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans) on the scheduled or original due date with respect thereto; or (ii) defaults in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) defaults in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the outstanding principal amount of which exceeds in the aggregate $10,000,000; or

(f) (i) any Group Member shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Group Member shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Group Member shall take any formal action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Group Member shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) a Reportable Event or non-exempt Prohibited Transaction with respect to any Plan; (ii) a failure to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) with respect to any Plan, whether or not waived, or a filing pursuant to Section 402(c) of the Code or Section 302(c) ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (iii) a failure to make by its due date a required installment under Section 430(j) of the Code with respect to

any Plan, or a failure by Borrower or any Commonly Controlled Entity to make a required contribution to a Multiemployer Plan; (iv) the incurrence by Borrower or any Commonly Controlled Entity of liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Plan; (v) the determination that any Plan is, or is expected to be, in "at risk" status within the meaning of Section 430 of the Code or Section 303 of ERISA; (vi) the receipt by Borrower or any Commonly Controlled Entity of any notice from the PBGC or a plan administrator relating an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (vii) a trustee shall be appointed by a United States district court to administer any Plan; (viii) the incurrence by Borrower or any Commonly Controlled Entity of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (ix) the receipt by Borrower or any Commonly Controlled Entity of any notice, or sending by Borrower or any Commonly Controlled Entity of any notice to any Multiemployer Plan, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization or in endangered or critical status within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA; or (x) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (x) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of $10,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby, or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) any Change of Control shall occur; or

(l) Holdings shall (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Borrower and its Subsidiaries, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law, (y) obligations pursuant to the Loan Documents to which it is a party and (z) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with dividends made by the Borrower in accordance with Section 8.6

pending application in the manner contemplated by said Section) and Cash Equivalents) other than the ownership of shares of Capital Stock of the Borrower;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents and the Specified Hedge Agreements. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents and the Specified Hedge Agreements shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

SECTION 10.

THE AGENTS

10.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any

provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

10.2 Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

10.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

10.4 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, teletype or e-mail message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by such Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

10.5 Notice of Default. (a) No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless such Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders and, with respect to any such notice received from any Lender, the Borrower.

(b) The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

10.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

10.7 Indemnification. Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section 10.7 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure

Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence or willful misconduct; and provided, further, to the extent any indemnification of the Issuing Lender or the Swingline Lender is required pursuant to this Section 10.7 as a result of any action, judgment or suit against such Person solely in its capacity as Issuing Lender or Swingline Lender, such indemnification shall be limited to the Revolving Lenders only. The agreements in this Section 10.7 shall survive the payment of the Loans and all other amounts payable hereunder.

10.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

10.9 Successor Administrative Agent. Subject to this Section 10.9, the Administrative Agent may resign as Administrative Agent upon 180 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 9(a) or Section 9(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 180 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above; provided, however, that the Administrative Agent may resign upon 30 days' notice to the Lenders and the Borrower in the event that such resignation is upon the request or demand of any Governmental Authority or in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any

Requirement of Law, and in such case if no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

10.10 Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such.

10.11 The Lead Arranger. The Lead Arranger, in its capacity as such, shall have no duties or responsibilities, and shall incur no liability, under this Agreement and the other Loan Documents.

SECTION 11.

MISCELLANEOUS

11.1 Amendments and Waivers. Neither this Agreement nor any other Loan Document, or any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 11.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates, which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby;

(ii) eliminate or reduce the voting rights of any Lender under this Section 11.1 without the written consent of such Lender;

(iii) reduce any percentage specified in the definition of Required Lenders or consent to the assignment or transfer by the Borrower of any of their rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all Lenders;

(iv) release all or substantially all of the Collateral under the Security Documents or release all or substantially all of the Guarantors or any significant Guarantor from its obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders;

(v) amend, modify or waive any provision of any Security Document without the written consent of all Lenders;

(vi) amend, modify or waive any condition precedent to any extension of credit under the Revolving Facility set forth in Section 6.2 (excluding in connection with any waiver of an existing Default or Event of Default) without the written consent of the Majority Facility Lenders with respect to the Revolving Facility;

(vii) amend, modify or waive any provision of Section 4.8 without the written consent of the Majority Facility Lenders in respect of each Facility adversely affected thereby;

(viii) change the application of Net Cash Proceeds or Excess Cash Flow to be applied to prepay Loans under Section 4.2(c) without the written consent of the Majority Facility Lenders with respect to each Facility;

(ix) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility;

(x) amend, modify or waive any provision of Section 10 without the written consent of each Agent adversely affected thereby;

(xi) amend, modify or waive any provision of Section 3.3 or 3.4 without the written consent of the Swingline Lender; or

(xii) amend, modify or waive any provision of Sections 3.7 to 3.14 without the written consent of the Issuing Lender.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be

cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof (collectively, the "Additional Extensions of Credit") to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders; provided that no such amendment shall permit the Additional Extensions of Credit to share ratably with or with preference to the Term Loans in the application of mandatory prepayments without the consent of the Majority Facility Lenders under each Facility (other than the Revolving Facility) or otherwise to share ratably with or with preference to the Revolving Extensions of Credit without the consent of the Majority Facility Lenders under the Revolving Facility.

Further, notwithstanding anything to the contrary herein, the provisions of Section 4.16 may not be amended, modified or waived without the written consent of the Administrative Agent, the Issuing Lender and the Required Lenders. Further, notwithstanding the foregoing (but in accordance with Section 4.16(b)), no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans ("Refinanced Term Loans") with a replacement "B" term loan tranche hereunder ("Replacement Term Loans"), provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Refinanced Term Loans, (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing and (d) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of more than the Required Lenders, the consent of Required Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained being referred to as a "Non-Consenting Lender"), then either (x) the Administrative Agent or (y) a Person reasonably acceptable to the Administrative Agent who shall provide its consent to the proposed amendment, modification, waiver or termination in question, shall have the right to purchase from such Non-Consenting Lenders, and such Non-Consenting Lenders agree that they shall, upon the Administrative Agent's request, sell and assign to the Administrative Agent or such Person, all of the Loans of such Non-Consenting

Lenders for an amount equal to the principal balance of all Loans held by such Non-Consenting Lenders and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated pursuant to an executed Assignment and Assumption; provided that the Administrative Agent is not the Non-Consenting Lender whose Loans are being assigned. In addition to the foregoing, the Borrower may replace any Non-Consenting Lender pursuant to Section 4.13.

11.2 Notices. Except with respect to notices and other communications expressly permitted to be given by telephone, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the Agents, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

If to the Borrower:	Butler Animal Health Supply, LLC 400 Metro Place North Dublin, OH 43017 Attention: Leo E. McNeil Telecopy: (614) 659-1653 Telephone: (614) 659-1652
with a copy to: .	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 Attention: Eric Goodison, Esq Telecopy: (212) 757-3990 Telephone: (212) 373-3000
with a copy to:	Salon Marrow Dyckman Newman& Broudy, LLP 292 Madison Avenue New York, New York 10017 Attention: Joel Salon, Esq. Telecopy: (212) 661-3339 Telephone: (212) 661-7100
with a copy to:	Proskauer Rose LLP 1585 Broadway New York, NY 10036 Attention: Steven L. Kirshenbaum, Esq Telecopy: (212) 969-2900

with a copy to:	Henry Schein, Inc. 135 Duryea Road Melville, NY 11747 Attention: General Counsel Facsimile: (631) 843-5660
If to the Administrative Agent:	JPMorgan Loan & Agency Services 1111 Fannin Street, Floor 10 Houston, TX 77002 Attention: Amanda Brewer Telecopy: (713) 750-2956 Telephone: (713) 427-0002

; provided that any notice, request or demand to or upon any Agent, the Issuing Lender or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

11.5 Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse each Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of counsel to such Agent and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Closing Date (in the case of amounts to be paid on the Closing Date) and from time to time thereafter on a quarterly basis or such other periodic basis as such Agent shall deem appropriate, (b) to pay or reimburse each

Lender and Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to such Agent, (c) to pay, indemnify, and hold each Lender and Agent harmless (without duplication of amounts indemnified under Section 4.10 or 4.11) from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and Agent and their respective officers, directors, employees, affiliates, agents, trustees, advisors and controlling persons (each, an "Indemnitee") harmless (without duplication of amounts indemnified under Section 4.10 or 4.11) from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents (regardless of whether any Loan Party is or is not a party to any such actions or suits) and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any facility or property at any time leased, owned or operated or in any way used by any Group Member and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"); provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the foregoing, to the extent permitted by applicable law, and except with respect to any Indemnitee, to the extent involving Indemnified Liabilities subject to the above proviso concerning gross negligence or willful misconduct by such Indemnitee, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 11.5 shall be payable not later than 10 Business Days after written demand therefor. Statements payable by the Borrower pursuant to this Section 11.5 shall be submitted to Leo E. McNeil at the address of the Borrower set forth in Section 11.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 11.5 shall survive repayment of the Loans and all other amounts payable hereunder.

11.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or

otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 11.6.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default has occurred and is continuing, any other Person; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund; and

(C) in the case of any assignment of a Revolving Commitment, the Issuing Lender and the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000 (or in the case of the Term Facility, $1,000,000) unless the Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent;

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its

Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal and state securities laws;

(D) the Assignee shall not be a competitor of the Borrower or an affiliate of any such competitor; and

(E) in the case of an assignment by a Lender to a related CLO (as defined below) managed or administered by such Lender or an Affiliate of such Lender, the assigning Lender shall retain the sole right to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents, provided that the Assignment and Assumption between such Lender and such CLO may provide that such Lender will not, without the consent of such CLO, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 11.1 and (2) directly affects such CLO.

For the purposes of this Section 11.6, the terms "Approved Fund", "CLO" and "competitor" have the following meanings:

"Approved Fund" means (a) with respect to any Lender, a CLO managed or administered by such Lender or an Affiliate of such Lender, and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"CLO" means any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course.

"competitor" means (a) a Person engaged primarily in the same or similar line of business as the Borrower, and (b) a Person (i) holding more than 5% or more of the voting rights of a competitor of the Borrower or (ii) having direct or indirect control or being under common control of a competitor of the Borrower.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) below, from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 4.9, 4.10, 4.11 and 10.7). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section

11.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in New York City a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section, and any written consent to such assignment required by paragraph (b) of this Section 11.6, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations (c) no Participant shall be a competitor of the Borrower or an affiliate of any such competitor and (D) the Borrower, the Administrative Agent, the Issuing Lender, the Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 11.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 4.9, 4.10 and 4.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 11.6. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.7(b) as though it were a Lender, provided such Participant shall be subject to Section 11.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal

amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 4.9 or 4.10 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. Any Participant that is a Non-U.S. Lender shall not be entitled to the benefits of Section 4.10 unless such Participant complies with Section 4.10(d).

(d) Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 11.6(d) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto. In the case of any Lender that is a fund that invests in bank loans, such Lender may, without the consent of the Borrower or the Administrative Agent, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans or Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder or, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agree to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 11.6(b). The Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

11.7 Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or to the Lenders under a

particular Facility, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 11.6), or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 9(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by e-mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

11.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

11.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

11.12 Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower, at the address set forth in Section 11.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

11.13 Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) no Agent or Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

11.14 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 11.1) to take any action requested by the Borrower having the effect of releasing any Collateral or Guarantee Obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 11.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Term Loans, the Revolving Loans, the Swingline Loans, the Reimbursement Obligations and the other obligations to the Administrative Agent and the Lenders under the Loan Documents (other than obligations under or in respect of Hedge Agreements) shall have been paid in full, the Commitments under the Term Facility and the Revolving Facility have been terminated, no Letters of Credit shall be outstanding and the obligations to any Qualified Counterparty under or in respect of Specified Hedge Agreements shall have been cash collateralized or paid in full, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person, provided that the Administrative Agent agrees upon such termination to promptly deliver to the Borrower UCC-3 termination statements, releases of Intellectual Property security instruments, discharges of existing Mortgages, and other release and termination documents as are reasonably requested by such Borrower to discharge the Liens as a matter of public record.

11.15 Confidentiality. Each Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party pursuant to or in connection with this Agreement that is designated by such Loan Party as confidential; provided that nothing herein shall prevent any Agent or any Lender from disclosing any such information (a) to any Agent, any other Lender or any Affiliate of a Lender, (b) subject to an agreement to comply with the provisions of this Section 11.15, to any actual or prospective Transferee or any direct or indirect counterparty to any Hedge Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) if agreed by the Borrower in its sole discretion, to any other Person; provided that prior to disclosure pursuant to clauses (d), (e) or (f) above, the relevant party shall give reasonable prior notice of such disclosure to the Borrower to give the Borrower an opportunity to seek a protective order.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information

concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Agents pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Agents that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

11.16 WAIVERS OF JURY TRIAL. THE BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC, as Borrower

By: /s/Leo E. McNeil
Name: Leo E. McNeil
Title: Executive Vice President and Chief Financial Officer

J.P. MORGAN SECURITIES INC., as Sole Lead Arranger and Sole Bookrunner
By: /s/Stathis Karanikolaidis
Name: Stathis Karanikolaidis
Title: Executive Director

JPMORGAN CHASE BANK, N.A., as Administrative Agent and Lender
By: /s/ Barbara R. Marks

Name: Barbara R. Marks
Title: Executive Director

THE BANK OF TOKYO-MITSUBISHI,
as Lender

By: /s/ Brian McNany
Name: Brian McNany
Title: Assistant Vice President

TORONTO DOMINION (NEW YORK) LLC
As Lender

By: /s/Debbi L. Brito
Name: Debbi L. Brito
Title: Authorized Signatory

RAYMOND JAMES BANK FSB,
as Lender

By: /s/ Steven Paley
Name: Steven Paley
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK
as Lender

By: /s/Jeff D. Blendick
Name: Jeff D. Blendick
Title: Vice President

U.S. BANK N.A., as Lender

By: /s/Nathan M. Hall
Name: Nathan M. Hall
Title: AVP

HS FINANCE COMPANY, LLC, as Lender

By: /s/Steven Paladino
Name: Steven Paladino
Title: Manager

Schedule 1.1

Commitments

Lender	**Revolving Commitment** ($ millions)	**Term Commitment** ($ millions)
JP Morgan Chase & Co.	7.50	248.50
Toronto Dominion Bank	4.50	8.00
Huntington National Bank	4.50	5.00
Raymond James Bank	4.50	8.00
U.S. Bank National Association	4.50	5.00
Bank of Tokyo-Mitsubishi	4.50	8.00
HS Finance Company, LLC	0.00	37.50

Schedule 5.1(b)(i)

Exceptions to NLS Financials

The following items modify the representations contained in Section 5.1(b)(i):

a. Insurance charges are allocated to National Logistics Services, LLC ("NLS") from Henry Schein, Inc.'s ("Schein") corporate risk management group.
b. Expenses related to the HR resources function at NLS are charged through an intercompany transaction.
c. Rebates, which are managed by Schein on a company-wide basis, are allocated to NLS.
d. Medical administration allocation charges are included in the NLS financials. These charges reflect an allocation of costs and expenses of certain Schein medical executives.
e. NLS employees are a part of Schein's global benefits plan programs which are managed at the corporate level, as such certain portions of employee benefit costs are allocated to NLS.
f. Inventories are not adjusted for vendor rebates.

Schedule 5.1(b)(ii)-1

Exceptions to Core Vet Financials

With regard to Section 5.1(b)(ii)-1, see ** on Schedule 5.1(b)(ii)-2.

Inventories exclude any inventory reserves and any adjustments for purchase discounts and vendor rebates.

Schedule 5.1(b)(ii)-2

Schein Allocation Methodologies

The Core Vet Financials were prepared in connection with the Transaction and are derived from the books and records of Schein. As such, the Core Vet Financials are subject to Schein's allocation methodologies including:

Costs allocated include elements of selling, general & administrative expenses, and certain elements within total costs of goods sold.

Certain expenses, including Purchasing, are allocated on a percentage of sales.

Certain expenses are allocated based on invoice "lines", including: Distribution, Customer Service, Financial Operations and Other G&A.

** Other charges are based on direct activity, including finance charges (credit card) and telecom expenses.

Portions of this schedule have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Schedule 5.1(b)(ii)-3

Global SG&A Costs

For the fiscal year 2008, Schein's SG&A expenses, on a global basis ("Global SG&A Costs") were allocated substantially as follows:

Henry Schein, Inc.
Summary of SG&A Expenses
$$ in millions

Global SG&A costs	[**]
Less Technology	([**])
Global SG&A costs – Healthcare Distribution Segment	[**]
Less:	
International	([**])
Dental	([**])
Medical	([**])
Other non-vet US Businesses	([**])
(1) Corporate	([**])
Subtotal, ex-Animal Health & Infrastructure costs	[**]
NLS/Avimark	([**])
HSAH Divisional	([**])
Infrastructure costs subject to allocation	[**]

(1) Corporate costs include the following functions which do not provide services or benefits to HSAH or such services are provided by NLS:
Corporate Business Development
Corporate Finance & Accounting
Corporate Legal & Regulatory
Corporate Human Resources
Corporate Information Services
Corporate Executive Administration

These functions have approximately 550 people associated with them.

[**] – Confidential or proprietary information redacted.

Schedule 5.4

Consents, Authorizations, Filings and Notices

NONE.

Schedule 5.15

Subsidiaries

Butler Animal Health Holding Company LLC

Subsidiary	Jurisdiction and Entity Type	# of Units Owned	Total Units Outstanding	% of Interest
Butler Animal Health Supply, LLC	Delaware limited liability company	N/A	N/A	100%

Butler Animal Health Supply, LLC

NONE.

Schedule 5.19(a)

UCC Filing Jurisdictions

Entity	Jurisdiction	Filing Office
Butler Animal Health Holding Company LLC	Delaware	Secretary of State of Delaware
Butler Animal Health Supply, LLC	Delaware	Secretary of State of Delaware

Schedule 5.21

Deposit Accounts

Grantor	Type of Account	Name & Address of Financial Institutions
Butler Animal Health Holding Company LLC	Deposit (Operating)	JPMorgan Chase Bank 100 East Broad Street Columbus, OH 43271

Grantor	Type of Account	Name & Address of Financial Institutions
Butler Animal Health Supply, LLC	Deposit: (i) Operating; (ii) Secured Interest and (iii) Controlled Disbursement	Harris Bank, N.A. 111 West Monroe Street Chicago, IL 60603
	Deposit (Local Account)	JPMorgan Chase Bank 100 East Broad Street Columbus, OH 43271
	Benefit (Dental Claims (MetLife) and Medical Claims (United Healthcare))	JPMorgan Chase Bank 177 South Commons Drive Aurora, IL 60504
	Benefit (Benefit Claims (Cigna))	Citibank Delaware One Penn's Way New Castle, DE 19720
	Credit Card Processing	United Bank & Trust Company 100 United Drive Versailles, KY 40383

Schedule 6.1(c)

Governmental and Third Party Approvals

NONE.

Schedule 8.2(d)

Existing Indebtedness

NONE.

Schedule 8.3(f)

Existing Liens

NONE.

Schedule 8.6

Calculation of Permitted Tax Distributions

The amount of Tax Distributions which are permitted for any period shall be equal to the amount computed for such period as the total U.S. federal, state and local income and franchise taxes, including interest, additions to taxes and penalties thereto (which are not imposed as a result of any member of Holdings' failure to file any tax returns or to pay taxes when due) for which the members of Holdings would be liable if (x) the members' income were only items of income, gain, loss, deduction or credit allocated to them by Holdings for the period beginning on the first day of such period and ending on the last day of such period ("Member Income") and (y) the tax rates applied to such Member Income were the Applicable Tax Rates described below.

For purposes of the foregoing:

(a) *"Applicable Tax Rate"* means, for a Member, (x) the Corporate Tax Rate or (y) the Individual Tax Rate, but only if such Member is (A) an individual or (B) a (i) pass-through tax entity such that its income is taxed to its owners and (ii) one or more of its ultimate owners is an individual or a trust for the benefit of one or more individuals that is required to report income of Holdings on his or its tax return and the Individual Tax Rate is greater than the Corporate Rate.

(b) *"Corporate Tax Rate"* means the highest marginal corporate U.S. federal rates imposed by Section 11 of the Code and by the equivalent provisions of state and local corporate income and franchise tax law (taking into account the allocation and apportionment of Holdings' income to each state and/or locality, to which Holdings' income is ultimately allocated or apportioned).

(c) *"Individual Tax Rate"* means the greater of (i) the highest marginal combined United States federal and state individual income tax rate for an individual resident in the State of New York (adjusted for deductibility or credit of state income taxes from federal taxes) and (ii) the highest marginal combined United States federal, state and local individual income tax rate for an individual resident in Dublin, Ohio (adjusted for the deductibility or credit of state and local income taxes from federal and/or state taxes).

(d) For federal income tax purposes, the benefits of the deductibility of state income taxes in effect for any period will be taken into account including any applicable limitations thereon.

(e) Computations shall be made on an annual basis, but interim calculations may be made on a good faith basis to permit Tax Distributions to Members to make estimated tax payments from time to time.

(f) Tax Distributions shall take into account adjustments to Member Income as reflected on filed original or amended tax returns of Holdings or as a result of the final resolution of an audit by a governmental authority with respect to Holdings. If Member Income is decreased pursuant to the previous sentence, then each Member shall reimburse Holdings in an amount equal to the Tax Distribution previously made that is attributable to such decrease by offsetting the next succeeding Tax Distribution that follows the date on which such decrease is finally determined, with any remaining reimbursement, if any, to be applied to succeeding Tax Distributions until such amount has been fully reimbursed.

Schedule 8.8(i)

Existing Investments

NONE.

Schedule 8.9(h)

Transactions with Affiliates

Omnibus Agreement, dated as of November 29, 2009, by and among Henry Schein, Inc., National Logistics Services, LLC, Winslow Acquisition Company, Butler Animal Health Holding Company LLC, Butler Animal Health Supply, LLC, Oak Hill Capital Partners II, L.P., Oak Hill Capital Management Partners II, L.P., W.A. Butler Company, Darby Group Companies, Inc., Burns Veterinary Supply, Inc. and the Management Members party thereto; and the other Transaction Documents (as defined in the Omnibus Agreement).

Contribution Agreement, dated as of November 29, 2009, by and among Oak Hill Capital Partners, II, L.P., Oak Hill Capital Management Partners II, L.P., Burns Veterinary Supply, Inc., Butler Animal Health Holding Company LLC and the Management Members party thereto.

Schedule 8.16

Material Contracts

The contracts identified in Schedule 8.9(h) hereof.

EXHIBIT A

FORM OF
ASSIGNMENT AND ASSUMPTION

Reference is made to the Credit Agreement, dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Butler Animal Health Supply, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule l hereto (the "Assignor") and the Assignee identified on Schedule l hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an "Assigned Facility"; collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim and (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, any of its Subsidiaries, any of its Affiliates or any other obligor or the performance or observance by the Borrower, any of its Subsidiaries, any of its Affiliates or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto.

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Assumption; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Section 5.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 4.10(d) of the Credit Agreement; (f) confirms that it is a financial institution or an entity that has and will continue to have the ability to fund Loans in the ordinary course of its business; and (g) confirms that it is not a competitor of the Borrower or an Affiliate of any such competitor.

4. The effective date of this Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement.

7. THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

Schedule 1
to Assignment and Assumption with respect to
the Credit Agreement, dated as of December 31, 2009,
among Butler Animal Health Supply, LLC, as Borrower,
the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent

Name of Assignor: _____

Name of Assignee: _____

Effective Date of Assignment: _____

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned[1]
[Revolving Loans][Term Loans]	$_____	_____._____%

[Name of Assignee]

By: _____
Name:
Title:

[Name of Assignor]

By: _____
Name:
Title:

Accepted for Recordation in the Register:

JPMorgan Chase Bank, N.A., as
Administrative Agent

By: _____
Name:
Title:

Required Consents (if any):

[Butler Animal Health Supply, LLC]

By: _____
Name:
Title:

[JPMorgan Chase Bank, N.A., as
Administrative Agent]

By: _____
Name:
Title:

[1] Calculate the Commitment Percentage to at least 15 decimal places and show as a percentage of the aggregate commitments of all Lenders.

EXHIBIT B

FORM OF
COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered pursuant to Section 7.2(b) of the Credit Agreement, dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Butler Animal Health Supply, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

1. I am the duly elected, qualified and acting Chief Financial Officer of the Borrower.

2. I have reviewed and am familiar with the contents of this Certificate.

3. I have reviewed the terms of the Credit Agreement and the other Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Group Members during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "Financial Statements"). Such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default[, except as set forth below].

4. Attached hereto as Attachment 2 are the computations showing compliance with the covenants set forth in Sections 8.1(a) and 8.1(b) of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Borrower as of this _____ day of ____, 20__.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: _____

Name:
Title:

[Attach Financial Statements]

The information described herein is as of _____, ____, and pertains to the period from _____, ____ to _____ __, ____.

[Set forth Covenant Calculations]

EXHIBIT C

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Butler Animal Health Supply, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. _____ (the "Non-U.S. Lender") is providing this certificate pursuant to Section 4.10(d) of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants that:

1. The Non-U.S. Lender is the sole record and beneficial owner of the Loans in respect of which it is providing this certificate.

2. The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In this regard, the Non-U.S. Lender further represents and warrants that:

(a) the Non-U.S. Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b the Non-U.S. Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

3. The Non-U.S. Lender is not a 10-percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

4. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-U.S. LENDER]

By: _____

Name:
Title:

Date: _____

FORM OF TERM NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20__

FOR VALUE RECEIVED, BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), hereby unconditionally promises to pay to [_____] (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, the principal amount of (a) [_____] DOLLARS ($[_____]), or, if less, (b) the unpaid principal amount of the Term Loan of the Lender outstanding under the Credit Agreement. The principal amount shall be paid, in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such Funding Office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 4.5 of the Credit Agreement.

The holder of this Term Note (this "Note") is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of the Term Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of Eurodollar Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Term Loan.

This Note (a) is one of the Notes evidencing the Term Loan under the Credit Agreement, dated as of December 31, 2009 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 11.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: _____

Name:
Title:

Schedule A
to Term Note

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

Date	Amount of Base Rate Loans	Amount Converted to Base Rate Loans	Amount of Principal of Base Rate Loans Repaid	Amount of Base Rate Loans Converted to Eurodollar Loans	Unpaid Principal Balance of Base Rate Loans	Notation Made By

Schedule B
to Term Note

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF EURODOLLAR LOANS

Date	Amount of Eurodollar Loans	Amount Converted to Eurodollar Loans	Interest Period and Eurodollar Rate with Respect Thereto	Amount of Principal of Eurodollar Loans Repaid	Amount of Eurodollar Loans Converted to Base Rate Loans	Unpaid Principal Balance of Eurodollar Loans	Notation Made By

EXHIBIT D-2

FORM OF REVOLVING NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20__

FOR VALUE RECEIVED, BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), hereby unconditionally promises to pay to [_____] (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, the principal amount of (a) [_____] DOLLARS ($[_____]), or, if less, (b) the unpaid principal amount of all Revolving Loans of the Lender outstanding under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 3.1 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such Funding Office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 4.5 of the Credit Agreement.

The holder of this Revolving Note (this "Note") is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of each Revolving Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of Eurodollar Loans, the length of each Interest Period with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Revolving Loans.

This Note (a) is one of the Notes evidencing the Revolving Loans under the Credit Agreement, dated as of December 31, 2009 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (b), is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 11.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: _____
Name:
Title:

Schedule A
to Revolving Note

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

Date	Amount of Base Rate Loans	Amount Converted to Base Rate Loans	Amount of Principal of Base Rate Loans Repaid	Amount of Base Rate Loans Converted to Eurodollar Loans	Unpaid Principal Balance of Base Rate Loans	Notation Made By

Schedule B
to Revolving Note

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF EURODOLLAR LOANS

Date	Amount of Eurodollar Loans	Amount Converted to Eurodollar Loans	Interest Period and Eurodollar Rate with Respect Thereto	Amount of Principal of Eurodollar Loans Repaid	Amount of Eurodollar Loans Converted to Base Rate Loans	Unpaid Principal Balance of Eurodollar Loans	Notation Made By

EXHIBIT D-3

FORM OF SWINGLINE NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20__

FOR VALUE RECEIVED, BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), hereby unconditionally promises to pay to [_____] (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement (as hereinafter defined) in lawful money of the United States and in immediately available funds, the principal amount of (a) [_____] DOLLARS ($[_____]), or, if less, (b) the unpaid principal amount of all Swingline Loans of the Lender outstanding under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 3.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such Funding Office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 4.5 of the Credit Agreement.

The holder of this Swingline Note (this "Note") is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, amount of each Swingline Loan and the date and amount of each payment or prepayment of principal with respect thereto. Each such endorsement shall constitute prima facie evidence of the accuracy of the information endorsed. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Swingline Loans.

This Note (a) evidences the Swingline Loans under the Credit Agreement, dated as of December 31, 2009 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 11.6 OF THE CREDIT AGREEMENT.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: _____
Name:
Title:

Schedule A
to Swingline Note

LOANS, CONVERSIONS AND REPAYMENTS OF BASE RATE LOANS

Date	Amount of Swingline Loans	Amount of Principal of Swingline Loans Repaid	Unpaid Principal Balance of Base Rate Loans	Notation Made By

EXHIBIT E

FORM OF
CLOSING CERTIFICATE

Pursuant to Section 6.1(e) of the Credit Agreement, dated as of December 31, 2009 (the "Credit Agreement"; terms defined therein being used herein as therein defined), among Butler Animal Health Supply, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), the undersigned [INSERT TITLE OF OFFICER] of [INSERT NAME OF LOAN PARTY] (the "Certifying Loan Party") hereby certifies on behalf of the Certifying Loan Party, and not in any individual capacity, as follows:

1. The representations and warranties of the Certifying Loan Party set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Certifying Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct as of such earlier date.

2. _____ is the duly elected and qualified Corporate Secretary of the Certifying Loan Party and the signature set forth for such officer below is such officer's true and genuine signature.

3. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the Loans to be made on the date hereof and the use of proceeds thereof. [Borrower only]

4. The conditions precedent set forth in Section 6.1 of the Credit Agreement were satisfied as of the Closing Date.

The undersigned Corporate Secretary of the Certifying Loan Party certifies as follows:

1. There are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Certifying Loan Party, nor has any other event occurred adversely affecting or threatening the continued corporate existence of the Certifying Loan Party.

2. The Certifying Loan Party is a [corporation duly incorporated][limited liability company duly formed], validly existing and in good standing, if applicable, under the laws of the jurisdiction of its organization.

3. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the Board of Directors/Board of Managers/Sole Member of the Certifying Loan Party on _____; such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only corporate proceedings of the Certifying Loan Party now in force relating to or affecting the matters referred to therein.

4. Attached hereto as Annex 2 is a true and complete copy of the [By-Laws][Operating Agreement][other organizational or governing document] of the Certifying Loan Party as in effect on the date hereof.

5. Attached hereto as Annex 3 is a true and complete copy of the [Certificate of Incorporation][Articles of Incorporation][other formation document] of the Certifying Loan Party as in effect on the date hereof.

6. Attached hereto as Annex 4 is a true and complete copy of the certificate of good standing of the Certifying Loan Party for its jurisdiction of [incorporation] [formation].

[7. Attached hereto as Annex 5 are true and complete copies of the foreign qualifications of the Certifying Loan Party.]

[7.][8.] The following persons are now duly elected and qualified officers of the Certifying Loan Party holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Certifying Loan Party each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to the Loan Documents to which it is a party:

Name	Office	Signature

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

Name:
Title:

Name:
Title: Corporate Secretary

Date: December 31, 2009

ANNEX 1

[Board/Manager/Sole Member Resolutions]

[By-Laws/Operating Agreement/other organizational or governing document]

[Certificate of Incorporation/Articles of Incorporation/other formation document]

ANNEX 4

[Good Standing Certificate]

ANNEX 5

[Foreign Qualifications]

Exhibit 10.4

Portions of this agreement have been omitted and separately filed with the SEC with a request for confidential treatment. The location of those omissions have been noted by [**].

Execution Version

FIRST AMENDMENT

FIRST AMENDMENT, dated as of December 21, 2010 (this "First Amendment"), to the CREDIT AGREEMENT, dated as of December 31, 2009 (the "Credit Agreement"), among (a) BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), (b) the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders") and (c) JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower intends to consummate the Armadillo Acquisition (as defined below) and the Iguana Acquisition (as defined below) (collectively, the "Acquisitions");

WHEREAS, the Borrower has requested that certain covenants in Section 7 and Section 8 of the Credit Agreement be amended to permit the Armadillo Acquisition, the Iguana Acquisition and certain transactions contemplated in connection with the Acquisitions;

WHEREAS, the Borrower has requested that Section 4.2(c) of the Credit Agreement be waived in order to provide funds for the Iguana Acquisition with respect to Excess Cash Flow for the fiscal year ending December 31, 2010;

WHEREAS, the Borrower has requested that certain other provisions of the Credit Agreement be amended and/or waived as set forth herein; and

WHEREAS, the Required Lenders are willing to agree to such amendments and to such waiver, in each case, on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Borrower, the Administrative Agent and the Required Lenders hereby agree as follows:

I. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

II. AMENDMENTS TO THE CREDIT AGREEMENT

A. Amendments to Section 1.1 (Defined Terms).

1. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions in proper alphabetical order:

"Armadillo": the entity that will become a Subsidiary of the Borrower upon

consummation of the Armadillo Acquisition, which is engaged primarily in the business of the Vet Software Business.

"Armadillo Acquisition": the acquisition by the Borrower or a Wholly Owned Subsidiary of approximately [**]% of the issued and outstanding Capital Stock of Armadillo in exchange for cash consideration in an amount not to exceed $[**] (based on [**]% being acquired) and the Armadillo Contributed Assets, with the Armadillo Sellers retaining not more [**]% of the issued and outstanding Capital Stock of Armadillo, on the terms and conditions set forth in the Armadillo Acquisition Agreement.

"Armadillo Acquisition Agreement": a purchase agreement, expected to be dated no later than February 15, 2011, by and among the Armadillo Sellers, Armadillo, the Borrower and the other parties thereto.

"Armadillo Contributed Assets": the property of the Borrower, consisting of its Vet Software Business to be contributed to Armadillo upon or after the consummation of the Armadillo Acquisition having a book value of $[**] or less in the aggregate as reasonably determined by the Borrower.

"Armadillo Sellers": the sellers named in the Armadillo Acquisition Agreement.

"First Amendment": the First Amendment to this Agreement, dated as of December 21, 2010, among the Borrower, the Administrative Agent and the other parties thereto.

"First Amendment Effective Date": as defined in the First Amendment.

"Iguana": the entity that will become a Subsidiary of the Borrower upon consummation of the Iguana Acquisition, which is engaged primarily in the business of the Vet Software Business.

"Iguana Acquisition": the acquisition by the Borrower, a Wholly Owned Subsidiary or Armadillo of approximately [**]% or more of the issued and outstanding Capital Stock of Iguana in exchange for cash consideration in an amount currently estimated not to exceed $[**] (based on [**]% being acquired), including acquisition of any additional shares of Armadillo to equalize ownership with the Iguana Sellers, with the Iguana Sellers retaining directly or indirectly approximately [**]% (or less) of the issued and outstanding Capital Stock of Iguana, on the terms and conditions set forth in the Iguana Acquisition Agreement

"Iguana Acquisition Agreement": a purchase agreement, expected to be dated no later than June 30, 2011, by and among the Iguana Sellers, Iguana, the Borrower and the other parties thereto.

"Iguana Sellers": the sellers named in the Iguana Acquisition Agreement.

"Vet Software Business": developing, marketing, distributing and maintaining veterinarian practice management and software solutions (including ancillary services) and, incidentally, selling office products and computer hardware to veterinarians.

2. The definition of "Consolidated EBITDA" is hereby amended by

[**] - Confidential or proprietary information redacted.

deleting the "and" immediately preceding clause (m) of such definition and inserting the following immediately before the semicolon at the end of clause (m):

", and (n) any fees, costs and expenses accrued or payable in connection with the Armadillo Acquisition or the Iguana Acquisition or the entry into the First Amendment"

3. The definition of "Excess Cash Flow" is hereby amended by deleting the "and" immediately preceding clause (b)(vii) of such definition, inserting in lieu thereof "," and inserting the following immediately before the period at the end of clause (vii):

", and (viii) amounts paid pursuant to Sections 8.8(o) or (p) (less, if the Armadillo Acquisition is consummated in 2011 and not 2010, the portion of the amount paid in connection with the Iguana Acquisition in 2011 in an amount equal to what the Excess Cash Flow prepayment would have been for 2010 but for Section III of the First Amendment)"

B. Amendments to Section 7 (Affirmative Covenants).

1. Section 7.10(a) of the Credit Agreement is hereby amended by deleting the parenthetical therein in its entirety and substituting in lieu thereof the following:

"(other than (w) any property described in paragraph (c) or (d) below and any interest in real property, (x) any property subject to a Lien expressly permitted by Section 8.3(g) or 8.3(j), (y) property acquired by any Excluded Foreign Subsidiary and (z) any property of Armadillo and any property of Iguana, unless and until Armadillo or Iguana, as the case may be, becomes a Wholly Owned Subsidiary of the Borrower (at which time this exclusion shall no longer apply with respect to such property of such Wholly Owned Subsidiary))"

2. Section 7.10(b) of the Credit Agreement is hereby amended by deleting the second parenthetical therein in its entirety and substituting in lieu thereof the following:

"(other than (x) any such real property subject to a Lien expressly permitted by Section 8.3(g) or 8.3(j), (y) real property acquired by any Excluded Foreign Subsidiary and (z) any real property acquired by Armadillo and any real property acquired by Iguana, unless and until Armadillo or Iguana, as the case may be, becomes a Wholly Owned Subsidiary of the Borrower (at which time this exclusion shall no longer apply with respect to such real property of such Wholly Owned Subsidiary))"

3. Section 7.10(c) of the Credit Agreement is hereby amended by deleting the first parenthetical therein in its entirety and substituting in lieu thereof the following:

"(other than (x) an Excluded Foreign Subsidiary and (y) solely with respect to clause (iii), Armadillo and Iguana, unless and until Armadillo or Iguana, as the case may be, becomes a Wholly Owned Subsidiary of the Borrower (at which time this exclusion shall no longer apply with respect to such Wholly Owned Subsidiary))"

4. Section 7.10(d) of the Credit Agreement is hereby amended by deleting the first parenthetical therein in its entirety and substituting in lieu thereof the following:

[**] - Confidential or proprietary information redacted.

"(other than (x) by any Group Member that is an Excluded Foreign Subsidiary and (y) by Armadillo or Iguana, unless and until Armadillo or Iguana, as the case may be, becomes a Wholly Owned Subsidiary of the Borrower (at which time this exclusion shall no longer apply with respect to such new Excluded Foreign Subsidiary created or acquired after the Closing Date by such Wholly Owned Subsidiary))"

5. Section 7.14 of the Credit Agreement is hereby amended by inserting the following sentence at the end of Section 7.14:

"Notwithstanding the foregoing, the provisions of this Section 7.14 shall not apply to or with respect to Armadillo or Iguana, unless and until Armadillo or Iguana, as the case may be, becomes a Wholly Owned Subsidiary of the Borrower (at which time this exclusion shall no longer apply with respect to such Wholly Owned Subsidiary)."

C. Amendments to Section 8 (Negative Covenants).

1. Section 8.2(b)(ii) of the Credit Agreement is hereby amended by inserting after the words "of any Wholly Owned Guarantor" the phrase "(or Armadillo or Iguana in an aggregate amount for them not to exceed $[**] at any time outstanding)."

2. Section 8.4 of the Credit Agreement is hereby amended by deleting the "and" following the semicolon in clause (d), deleting the period at the end of clause (e) and inserting in lieu thereof "; and" and inserting the following new clause (f):

"(F) Armadillo and Iguana may be merged into or consolidated with each other or Dispose of any or all assets to each other (upon liquidation or otherwise)."

3. Section 8.5 of the Credit Agreement is hereby amended by deleting the "and" following the semicolon in clause (e), deleting the period at the end of clause (f) and inserting in lieu thereof "; " and inserting the following new clauses (g) and (h) :

"(g) the Disposition of the Armadillo Contributed Assets; and"

"(h) the Disposition of assets by Armadillo to Iguana or by Iguana to Armadillo."

4. Section 8.6 of the Credit Agreement is hereby amended by deleting the "and" following the semicolon in clause (e), deleting the period at the end of clause (f) and inserting in lieu thereof "; " and inserting the following new clauses (g) and (h):

"(g) Armadillo and Iguana may pay dividends ratably to their equity owners; and"

"(h) transactions permitted by Section 8.8(p)."

5. Section 8.8 of the Credit Agreement is hereby amended by deleting the "and" following the semicolon in clause (m), deleting the period at the end of clause (n) and inserting in lieu thereof ";" and inserting the following new clauses (o) and (p):

[**] - Confidential or proprietary information redacted.

"(o) the Armadillo Acquisition and the Iguana Acquisition; provided that (i) the Borrower's Liquidity after giving pro forma effect to the Armadillo Acquisition and the Iguana Acquisition and all Loans funded in connection therewith shall have exceeded the amount required in clause (iv) of the definition of Permitted Acquisitions and (ii) promptly following the consummation of each of the Armadillo Acquisition and the Iguana Acquisition, the Borrower shall, and shall cause its applicable Subsidiaries to, pledge and deliver the Capital Stock acquired by the Borrower and its Subsidiaries in such acquisition as required by Section 7.10(c); and"

"(p) Investments acquired in satisfaction by the Borrower or a Wholly Owned Subsidiary of put rights or otherwise of the other holders of Armadillo or Iguana Capital Stock for cash payments (i) during fiscal year 2011 not to exceed $[**] in the aggregate, (ii) during fiscal year 2012 not to exceed $[**] in the aggregate and (iii) as long as after giving thereto there is no Default and on a pro forma basis the Borrower is in compliance with Section 8.1, during fiscal year 2013 and thereafter not to exceed the fair market value of the remaining Capital Stock of Armadillo and Iguana held by the Armadillo Sellers and the Iguana Sellers, respectively."

6. Section 8.9 of the Credit Agreement is hereby amended by deleting the "and" following the semicolon in clause (j), deleting the period at the end of clause (k) and inserting in lieu thereof "; and" and inserting the following new clause (l):

"(l) transactions among Armadillo and Iguana."

7. Section 8.13 of the Credit Agreement is hereby amended by inserting after the words "any agreement", the phrase "binding on any Group Member".

8. Section 8.17 of the Credit Agreement is hereby amended by inserting after the words "(other than payroll or benefit accounts", the phrase "and, prior to them being wholly owned subsidiaries, deposit accounts opened by Armadillo or Iguana"

III. WAIVER OF MANDATORY PREPAYMENT

The Required Lenders hereby waive the requirements set forth in Section 4.2(c) of the Credit Agreement with respect to Excess Cash Flow for the fiscal year ending December 31, 2010; provided that, notwithstanding the foregoing, the Borrower shall comply with the requirements set forth in Section 4.2(c) of the Credit Agreement (i) if either the Armadillo Acquisition or the Iguana Acquisition is not consummated prior to June 30, 2011, in which case the Excess Cash Flow Application Date in respect of such fiscal year shall be June 30, 2011 or (ii) following any earlier termination or abandonment of either the Armadillo Acquisition or the Iguana Acquisition, in which case such Excess Cash Flow Application Date shall be no later than the later of (a) five Business Days after the date of such termination or abandonment and (b) the date it would otherwise be under Section 4.2(c) of the Credit Agreement.

[**] - Confidential or proprietary information redacted.

IV. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to each of the Lenders and the Administrative Agent that as of the First Amendment Effective Date:

1. Each of the representations and warranties made by any Loan Party in the Loan Documents are true and correct in all material respects on and as of the First Amendment Effective Date as if made on and as of such date except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;

2. Immediately after giving effect to the First Amendment, no Default or Event of Default has occurred and is continuing; and

3. This First Amendment has been duly authorized, executed and delivered by it and this First Amendment and the Credit Agreement, as amended hereby, constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting the enforcement of creditors' rights and subject to general equity principles (whether enforcement is sought by proceedings in equity or at law).

V. EFFECTIVENESS

The amendments set forth in Section II of this First Amendment and the waiver set forth in Section III of this First Amendment shall become effective on the date (the "First Amendment Effective Date") on which the following conditions precedent shall have been satisfied:

1. First Amendment. The Administrative Agent shall have received counterparts of this First Amendment, duly executed and delivered by the Borrower, the Required Lenders and the Administrative Agent.

2. Acknowledgement. The Administrative Agent shall have received the Acknowledgment and Confirmation, substantially in the form of Exhibit A hereto, executed and delivered by an authorized officer of the Borrower and each other Loan Party. The Borrower, the Administrative Agent and the Lenders hereby affirm and adopt the Credit Agreement as amended by this First Amendment.

3. Fees. The Borrower (a) shall have paid and the Administrative Agent shall have received all fees due and payable pursuant to that certain fee letter agreement (the "Fee Letter") dated as of December 20, 2010 among the Borrower and the Administrative Agent, including a consent fee to each Lender executing and delivering a counterpart of this First Amendment on or prior to 5:00 p.m. on December 17, 2010 (or such later time as the Borrower and the Administrative Agent shall agree) in an amount equal to [**]% of the outstanding Revolving Commitments and Term Loans of such Lender, and (b) shall have paid to the Administrative Agent and the Administrative Agent shall have received all fees and expenses required under this First Amendment to be paid on or before the First Amendment Effective Date (including, without limitation, the reasonable fees and expenses of legal counsel), to the extent

[**] - Confidential or proprietary information redacted.

invoiced at least one Business Day prior to the First Amendment Effective Date, in each case in immediately available funds.

VI. MISCELLANEOUS

A. Continuing Effect of the Credit Agreement. This First Amendment shall not constitute an amendment of any provision of the Credit Agreement not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lenders or the Administrative Agent. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect. On and after the First Amendment Effective Date, (i) each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof", or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement after giving effect to this First Amendment.

B. Counterparts. This First Amendment may be executed by the parties hereto in any number of separate counterparts (including emailed or facsimiled counterparts), each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

C. GOVERNING LAW. THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

D. Expenses. The Borrower agrees to pay or reimburse the Administrative Agent and each Lender for all of their respective out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this First Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and each Lender.

[*remainder of page intentionally left blank*]

[**] - Confidential or proprietary information redacted.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC, as Borrower

By: /s/Leo E. McNeil
Name: Leo E. McNeil Title: EVP/CFO

JPMORGAN CHASE BANK, N.A., as Administrative Agent and Lender

By: /s/Michelle Cipriani
Name: Michelle Cipriani
Title: Vice President

LANDMARK IV CDO LIMITED
By Aladdin Capital Management LLC, as Lender

By: /s/Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Designated Signatory

LANDMARK V CDO LIMITED
By Aladdin Capital Management LLC, as Lender

By: /s/Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Designated Signatory

LANDMARK VI CDO LTD
By Aladdin Capital Management LLC, as Lender

By: /s/Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Designated Signatory

LANDMARK VIII CLO LTD
By Aladdin Capital Management LLC, as Lender

By: /s/Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Designated Signatory

LANDMARK IX CDO LTD
By Aladdin Capital Management LLC, as Lender

By: /s/Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Designated Signatory

OWS CLO I, LTD/
One Wall Street CLO II, LTD/
US Bank Loan Fund (M)/
Veritas CLO II, B.V.,
as a Lender

By: /s/Josephine H. Shin
Name: Josephine H. Shin
Title: Senior Vice President

As a Lender,
ARES VR CLO LTD.
BY: ARES CLO MANAGEMENT VR, L.P., ITS INVESTMENT MANAGER
BY: ARES CLO GP VR, LLC, ITS GENERAL PARTNER

By: /s/Jeff Moore
Name: Jeff Moore
Title: Vice President

ARES VIR CLO LTD.
BY: ARES CLO MANAGEMENT VIR, L.P., ITS INVESTMENT MANAGER
BY: ARES CLO GP VIR, LLC, ITS GENERAL PARTNER

By: /s/Jeff Moore
Name: Jeff Moore
Title: Vice President

Ares NF CLO XIII Ltd
By: Ares NF CLO XIII Management, L.P., its collateral manager
By: Ares NF CLO XIII Management LLC, its general partner

By: /s/Jeff Moore
Name: Jeff Moore
Title: Vice President

As a Lender,
Ares NF CLO XIV Ltd
By: Ares NF CLO XIV Management, L.P., its collateral manager
By: Ares NF CLO XIV Management LLC, its general partner

By: /s/Jeff Moore
Name: Jeff Moore
Title: Vice President

Ares NF CLO XV Ltd
By: Ares NF CLO XV Management, L.P., its collateral manager
By: Ares NF CLO XV Management LLC, its general partner

By: /s/Jeff Moore
Name: Jeff Moore
Title: Vice President

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BABSON CLO LTD. 2004-II
BABSON CLO LTD. 2005-I
BABSON CLO LTD. 2008-I
SUMMIT LAKE CLO, LTD.
VICTORIA FALLS CLO, LTD., as Lenders

By: /s/Arthur J. McMahon, Jr.
Name: Arthur J. McMahon, Jr.
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ TRUST COMPANY, as a Lender

By: /s/Brian McNany
Name: Brian McNany
Title: Assistant Vice President

SAN GABRIEL CLO I, LTD., as a Lender

By: /s/John Casparian
Name: John Casparian
Title: Co-President, Churchill Pacific Asset Management

SIERRA CLO II, LTD., as a Lender

By: /s/John Casparian
Name: John Casparian
Title: Co-President, Churchill Pacific Asset Management

WHITNEY CLO I, LTD., as a Lender

By: /s/John Casparian
Name: John Casparian
Title: Co-President, Churchill Pacific Asset Management

CIFC Funding 2007-IV, Ltd., as a Lender
By: Commercial Industrial Finance Corp., its Collateral Manager

By: /s/Rob Milton
Name: Rob Milton
Title: Secretary

CRATOS CLO I, LTD., as a Lender
By: Cratos CDO Management, LLC
As Attorney-in-Fact
By: JMP Credit Advisors LLC, Its Manager

By: /s/Ronald J. Banks
Name: Ronald J. Banks
Title: Managing Director

Atrium IV, as a Lender

By: /s/Louis Farano
Name: Louis Farano
Title: Authorized Signatory

CSAM Funding IV, as a Lender

By: /s/Louis Farano
Name: Louis Farano
Title: Authorized Signatory

Madison Park Funding II, Ltd.
By: Credit Suisse Alternative Capital, Inc. as collateral manager, as a Lender

By: /s/Louis Farano
Name: Louis Farano
Title: Authorized Signatory

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NAVIGATOR CDO 2005, LTD., as a Lender
By: GE Asset Management Inc., as Collateral Manager

By: /s/John Campos
Name: John Campos
Title: Authorized Signatory

NAVIGATOR CDO 2006, LTD., as a Lender
By: GE Asset Management Inc., as Collateral Manager

By: /s/John Campos
Name: John Campos
Title: Authorized Signatory

GOLUB CAPITAL SENIOR LOAN OPPORTUNITY FUND, LTD.
By: GOLUB CAPITAL INCORPORATED, as Collateral Manager, as a Lender

By: /s/Michael C. Loehrke
Name: Michael C. Loehrke
Title: Designated Signatory

GOLUB CAPITAL FUNDING CLO-8, Ltd.
By: GOLUB CAPITAL PARTNERS MANAGEMENT LTD, as Collateral Manager, as a Lender

By: /s/Michael C. Loehrke
Name: Michael C. Loehrke
Title: Designated Signatory

GOLUB CAPITAL FUNDING CLO 2007-1, LTD.
By: GOLUB CAPITAL MANAGEMENT LLC, as Collateral Manager, as a Lender

By: /s/Michael C. Loehrke
Name: Michael C. Loehrke
Title: Designated Signatory

Waterfront CLO 2007-1, Ltd., as a Lender

By: /s/Robert E. Sydow
Name: Robert E. Sydow
Title: President
Grandview Capital Mgmt, LLC, as Investment Manager

BLCKSTONE / GSO SENIOR FLOATING RATE TERM FUND
By: GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AS INVESTMENT ADVISER

By: /s/Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

TRIBECA PARK CLO LTD.
By: GSO / Blackstone Debt Funds Management LLC as Portfolio Manager

By: /s/Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

SUN LIFE ASSURANCE COMPANY of CANADA (US)
By: GSO CP Holdings LP as Sub-Advisor

By: /s/Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

COLUMBUS PARK CDO LTD.
By: GSO / Blackstone Debt Funds Management LLC as Portfolio Manager

By: /s/Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

CHELSEA PARK CLO LTD.
By: GSO / Blackstone Debt Funds Management LLC as Portfolio Manager

By: /s/Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

GULF STREAM-COMPASS CLO 2005-I, LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

GULF STREAM-COMPASS CLO 2005-II, LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

GULF STREAM-SEXTANT CLO 2006-I, LTD
By: Gulf Stream Asset Management LLC As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

GULF STREAM-RASHINBAN CLO 2006-I, LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

GULF STREAM-SEXTANT CLO 2007-I, LTD
By: Gulf Stream Asset Management LLC
As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

NEPTUNE FINANCE CCS, LTD.
By: Gulf Stream Asset Management LLC
As Collateral Manager

By: /s/Stephen M. Riddell
Name: Stephen M. Riddell
Title: Portfolio Manager

HS Finance, LLC, as a Lender

By: /s/Ferdinand G. Jahnel
Name: Ferdinand G. Jahnel
Title: VP, Treasurer

LENDERS:
HillMark Funding Ltd.,
By: HillMark Capital Management, L.P., as Collateral Manager, as Lender

By: /s/Mark Gold
Name: Mark Gold
Title: CEO

THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/Amanda M. Sigg
Name: Amanda M. Sigg
Title: Vice President

ING Investment Management CLO I, LTD.

By: ING Investment Management Co.,
as its investment manager

ING Investment Management CLO II, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

ING Investment Management CLO III, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

ING Investment Management CLO V, LTD.
By: ING Alternative Asset Management LLC,
as its investment manager

ING International (II) – Senior Loans
By: ING Investment Management Co.,
as its investment manager

By: /s/Michel Prince, CPA
Name: Michel Prince, CPA
Title: Senior Vice President

KATONAH VII CLO LTD., as a Lender

By: /s/Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

KATONAH VIII CLO LTD., as a Lender

By: /s/Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

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KATONAH IX CLO LTD., as a Lender

By: /s/Daniel Gilligan
Name: Daniel Gilligan
Title: Authorized Officer
Katonah Debt Advisors, L.L.C.
As Manager

M&S Investment Holding I LLC, as a Lender

By: /s/Michael Ashkin
Name: Michael Ashkin
Title: Member

MARATHON CLO I LTD, as a Lender
By: Marathon Asset Management, L.P., its Collateral Manager

By: /s/Louis T. Hanover
Name: Louis T. Hanover
Title: Authorized Signatory

MARATHON CLO II LTD, as a Lender
By: Marathon Asset Management, L.P., its Collateral Manager

By: /s/Louis T. Hanover
Name: Louis T. Hanover
Title: Authorized Signatory

Marlborough Street CLO Ltd., as a Lender
By: Edwards Angell Palmer & Dodge LLP, Authorized Signatory

By: /s/Illegible
A Member of the Firm

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ILLINOIS STATE BOARD OF INVESTMENT
By: McDonnell Investment Management, LLC, as Manager, as a Lender

By: /s/Brian J. Murphy
Name: Brian J. Murphy
Title: Vice President

VENTURE III CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

VENTURE IV CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

VENTURE V CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

VENTURE VI CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

VENTURE VII CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

VENTURE VIII CDO LIMITED
By its investment advisor,
MJX Asset Management LLC, as a Lender

By: /s/Kenneth Ostmann
Name: Kenneth Ostmann
Title: Director

NCRAM Senior Loan Trust 2005, as a Lender

By: /s/Robert Hoffman
Name: Robert Hoffman
Title: Executive Director
Nomura Corporate Research and Asset Management Inc., as Investment Adviser

Nomura Bond & Loan Fund, as a Lender

By: /s/Robert Hoffman
Name: Robert Hoffman
Title: Executive Director
By: Mitsubishi UFJ Trust & Banking Corporation as Trustee
By: Nomura Corporate Research & Asset Management Inc. Attorney in Fact

OAK HILL CREDIT PARTNERS IV, LIMITED, as a Lender
By: Oak Hill CLO Management IV, LLC
As Investment Manager

By: /s/Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS V, LIMITED, as a Lender
By: Oak Hill Advisors, L.P. As Portfolio Manager

By: /s/Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OHA PARK AVENUE CLO I, LTD., as a Lender
By: Oak Hill Advisors,
L.P. As Investment Manager

By: /s/Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

OHA FINLANDIA CREDIT FUND, as a Lender

By: /s/Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

FUTURE FUND BOARD OF GUARDIANS, as a Lender
By: Oak Hill Advisors, L.P.
As its Investment Advisor

By: /s/Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

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OREGON PUBLIC EMPLOYEES RETIREMENT FUND, as a Lender
By: Oak Hill Advisors, L.P.
As Investment Manager

By: /s/ Scott D. Krase
Name: Scott D. Krase
Title: Authorized Person

GMAM GROUP PENSION TRUST I, as a Lender
By: STATE STREET BANK AND TRUST COMPANY, solely as Trustee

By: /s/ Timothy Norton
Name: Timothy Norton
Title: Officer

OCTAGON INVESTMENT PARTNERS V, LTD.
By: Octagon Credit Investors, LLC
as Portfolio Manager

OCTAGON INVESTMENT PARTNERS VII, LTD.
By: Octagon Credit Investors, LLC
as collateral manager

OCTAGON INVESTMENT PARTNERS IX, LTD.
By: Octagon Credit Investors, LLC
as Manager

OCTAGON INVESTMENT PARTNERS IX, LTD.
By: Octagon Credit Investors, LLC
as Collateral Manager

HAMLET II, LTD.
By: Octagon Credit Investors, LLC
as Portfolio Manager

US Bank N.A., solely as trustee of the Doll Trust (for Qualified Institutional Investors only), (and not in its individual capacity)
By: Octagon Credit Investors, LLC
as Portfolio Manager, as a Lender

By: /s/Donald C. Young
Name: Donald C. Young
Title: Portfolio Manager

PANGAEA CLO 2007-1 LTD., as a Lender
By: Pangaea Asset Management, LLC, its Collateral Manager

By: /s/Ryan C. Metcalfe
Name: Ryan C. Metcalfe
Title: Director

Pioneer Floating Rate Trust, as a Lender
By: Pioneer Investment Management, Inc.,
As advisor to each Lender above

By: /s/Margaret C. Begley
Name: Margaret C. Begley
Title: Secretary and Associate General Counsel

PPM MONARCH BAY FUNDING LLC, as a Lender

By: /s/Tara E. Kenny
Name: Tara E. Kenny
Title: Assistant Vice President

SERVES 2006-1 Ltd., as a Lender

By: /s/David C. Wagner
PPM America, Inc., as Collateral Manager Name: David C. Wagner
Title: Managing Director

North Dakota State Investment Board, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Dryden IX – Senior Loan Fund 2005 p.l.c., as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Dryden VIII – Leveraged Loan CDO 2005, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Dryden XXI Leveraged Loan CDO LLC, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Dryden XVI – Leveraged Loan CDO 2006, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Dryden XI –Leveraged Loan CDO 2006, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

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Prudential Bank Loan Fund of the Prudential Trust Company Collective Trust, as a Lender
By: Prudential Investment Management, Inc., as Collateral Manager

By: /s/Joseph Lemanowicz
Name: Joseph Lemanowicz
Title: Vice President

Raymond James Bank, as a Lender

By: /s/Steven Paley
Name: Steven Paley
Title: Senior Vice President

CAVALRY CLO I, LTD
By: Regiment Capital Management, LLC as its Investment Advisor
By: Regiment Capital Advisors, LP its Manager and pursuant to deligated authority
By: Regiment Capital Advisors, LLC its General Partner

By: /s/William J. Heffron
William J. Heffron
Authorized Signatory

Cornerstone CLO Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Granite Ventures II Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Granite Ventures III Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Rampart CLO 2007 Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Rampart CLO 2006-1 Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Stone Tower CLO III Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Stone Tower CLO IV Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Stone Tower CLO V Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Stone Tower CLO VI Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Stone Tower CLO VII Ltd.
By: Stone Tower Debt Advisors LLC
As Its Collateral Manager
as a Lender

By: /s/Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

Founders Grove CLO, Ltd.
By: Tall Tree Investment Management, LLC
as Collateral Manager, as a Lender

By: /s/Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

Grant Grove CLO, Ltd.
By: Tall Tree Investment Management, LLC
as Collateral Manager, as a Lender

By: /s/Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

Muir Grove CLO, Ltd.
By: Tall Tree Investment Management, LLC
as Collateral Manager, as a Lender

By: /s/Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

TORONTO DOMINION (NEW YORK) LLC,
as a Lender

By: /s/David Perlman
Name: David Perlman
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/CHRISTOPHER T. KORDES
Name: CHRISTOPHER T. KORDES
Title: SENIOR VICE PRESIDENT

Each of the persons listed on Annex A, Severally but not jointly, As Lender
By: Wellington Management Company, LLP, as investment advisor

By: /s/Robert J. Toner
Name: Robert J. Toner
Title: Vice President & Counsel

WhiteHorse II, Ltd.
WhiteHorse Capital Partners, L.P.
As collateral manager
WhiteRock Asset Advisor, LLC, its G.P.,
as a Lender

By: /s/Jay Carvell
Name: Jay Carvell
Title: Manager

WhiteHorse III, Ltd.
WhiteHorse Capital Partners, L.P.
As collateral manager
WhiteRock Asset Advisor, LLC, its G.P.,
as a Lender

By: /s/Jay Carvell
Name: Jay Carvell
Title: Manager

[Signature Page to First Amendment Acknowledgment and Confirmation]

EXHIBIT A

FORM OF ACKNOWLEDGMENT AND CONFIRMATION

1. Reference is made to the FIRST AMENDMENT, dated as of December 21, 2010 (this "First Amendment"), to the CREDIT AGREEMENT, dated as of December 31, 2009 (the "Credit Agreement"), among (a) BUTLER ANIMAL HEALTH SUPPLY, LLC, a Delaware limited liability company (the "Borrower"), (b) the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders") and (c) JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

2. The Credit Agreement is being amended pursuant to the First Amendment. Each of the parties hereto hereby agrees, with respect to each Loan Document to which it is a party:

(a) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis after giving effect to the First Amendment; and

(b) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, after giving effect to the First Amendment, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and under its guarantees in the Loan Documents.

3. THIS ACKNOWLEDGMENT AND CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. This Acknowledgment and Confirmation may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile or email), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgement and Confirmation to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: /s/ Leo E. McNeil
Name: Leo E. McNeil
Title: EVP/CFO

[Signature Page to First Amendment Acknowledgment and Confirmation]

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC

By: /s/ Leo E. McNeil
Name: Leo E. McNeil
Title: CFO

[Signature Page to First Amendment Acknowledgment and Confirmation]

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stanley M. Bergman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Henry Schein, 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.

Dated: May 3, 2011

/s/ Stanley M. Bergman

Stanley M. Bergman
Chairman and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven Paladino, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Henry Schein, 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.

Dated: May 3, 2011

/s/ Steven Paladino

Steven Paladino
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

**CERTIFICATION 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 quarterly report on Form 10-Q of Henry Schein, Inc. (the "Company") for the period ending March 26, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stanley M. Bergman, the Chairman and Chief Executive Officer of the Company, and I, Steven Paladino, Executive Vice President and Chief Financial Officer of the Company, do hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Stanley M. Bergman

Dated: May 3, 2011

Stanley M. Bergman
Chairman and Chief Executive Officer

Dated: May 3, 2011

/s/ Steven Paladino

Steven Paladino
Executive Vice President and
Chief Financial Officer

This certification accompanies each Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 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.