SEC Form 3 FORM 3

UNITED STATES SECURITIES AND EXCHANGE

COMMISSION Washington, D.C. 20549

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response

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

		tatement 'Year)	3. Issuer Name and Ticker or Trading Symbol <u>HENRY SCHEIN INC</u> [HSIC]				
(Last) (First) (Middle) C/O HENRY SCHEIN, INC. 135 DURYEA ROAD (Street) MELVILLE NY 11747 (City) (State) (Zip)			4. Relationship of Reporting F (Check all applicable) Director X Officer (give title below) CEO, NA Distribut	10% Ow Other (s below)	vner (f pecify 6 (0	Individual or Joi Check Applicable X Form filed I Person	: Line) by One Reporting by More than One
Table I - Non-Derivative Securities Beneficially Owned							
1. Title of Security (Instr. 4)			2. Amount of Securities Beneficially Owned (Instr. 4)			Nature of Indirect Beneficial mership (Instr. 5)	
Common Stock, par value \$0.01 per share			59,636 ⁽¹⁾⁽²⁾	D			
Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)							
1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Sec Underlying Derivative Sec (Instr. 4)		4. Conversio or Exercis	ise Form:	6. Nature of Indirect Beneficial Ownership (Instr.
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares	Price of Derivative Security	Direct (D) or Indirect (I) (Instr. 5)	5)
Stock Option (Right to Buy) ⁽³⁾	(4)	03/03/2031	Common Stock, par value \$0.01 per share	24,851	62.71	D	
SERP Phantom Stock ⁽⁵⁾	(6)	(6)	Common Stock, par value \$0.01 per share	26 ⁽⁷⁾	(8)	D	

Explanation of Responses:

1. Includes 11,242 shares of Issuer's common stock.

2. Also includes restricted stock units ("RSUs") pursuant to the Issuer's 2020 Stock Incentive Plan (f.k.a. 2013 Stock Incentive Plan). 21,510 RSUs will vest subject to (x) Issuer's achievement of a specified perf. goal and (y) reporting person's continued perf. of services for Issuer. 26,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. of services for Issuer. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) reporting person's continued perf. 36,884 RSUs will vest subject to (x) passage of a specified period of time and (y) passage of a specified period of time and (y) passage of a specified period of time and (y) 100% of target, Issuer may issue additional vested shares of common stock in an amount that corresponds to the incremental percentage of the perf. goal achieved in excess of 100% of target or (y) is less than 100% of target, the reporting person will surrender to Issuer shares of common stock in an amount that corresponds to the incremental percentage of the perf. goal achieved that is below 100% of target.

3. Acquired pursuant to the Issuer's 2020 Stock Incentive Plan.

4. Subject to certain exceptions, the options will vest in three equal installments on each of the first, second and third anniversary of the grant date, subject to reporting person's continued performance of services for the Issuer.

5. This Form 3 includes the reporting person's balance in the Issuer's Supplemental Executive Retirement Plan ("SERP") that is hypothetically invested in the Issuer's stock fund, representing exempt transactions in the SERP since the reporting person's initial participation therein.

6. The vested balance in the reporting person's SERP account is payable in cash only following the six-month anniverary of a termination of employment or within 30 days following a change in control of the Issuer. Subject to the terms of the SERP, the reporting person may change his hypothetical investment in the investment alternatives (including the Issuer's stock fund) to an alternative hypothetical investment at any time.

7. Represents the aggregate number of shares of phantom stock allocated to the reporting person under the SERP as of the date hereof based on the closing price of a share of the Issuer's common stock on September 15, 2021.

8. The investment return on contributions in the SERP is generally equal to the earnings and losses that would occur if 100% of the contributions were invested, as directed by the reporting person, among the investment alternatives available under the plan (including the Issuer's stock fund). Subject to the terms of the SERP, the reporting person may change his hypothetical investment in the investment alternatives (including the Issuer's stock fund) to an alternative hypothetical investment at any time. Vested balances in the SERP are cashsettled only.

Remarks:

See Exhibit 24 - Limited Power of Attorney

/s/ Jennifer Ferrero (as <u>Attorney-in-Fact for</u> Bradford C. Connett)

09/24/2021

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly. * If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

Exhibit 24 LIMITED POWER OF ATTORNEY FOR SECTION 16 REPORTING PURPOSES

Know all by these presents, that the undersigned hereby makes, constitutes and appoints each of Michael S. Ettinger, Walter Siegel and Jennifer Ferrero, acting individually, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

(1) execute for, and on behalf of, the undersigned, in the undersigned's capacity as an officer and/or director of Henry Schein, Inc. (the "Company"), Forms 3, 4 and 5 in accordance with Section 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");

(2) seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to any attorney-in-fact and further approves and ratifies any such release of information;

(3) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to prepare, complete and execute any such Form 3, 4 or 5, and any amendments thereto, or other required report and timely file such Forms or reports with the United States Securities and Exchange Commission, the NASDAQ Stock Market and any stock exchange or similar authority as considered necessary or advisable under Section 16(a) of the Exchange Act; and

(4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's sole discretion.

The undersigned hereby gives and grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

The undersigned hereby acknowledges that (a) the foregoing attorneys-in-fact are serving in such capacity at the request of the undersigned; (b) this Limited Power of Attorney authorizes, but does not require, each such attorney-in-fact to act in their discretion on information provided to such attorney-in-fact without independent verification of such information; (c) any documents prepared and/or executed by any attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney shall be in such form and shall contain such information and disclosure as such attorney-in-fact, in his or her sole discretion, deems necessary or advisable; (d) neither the Company nor any attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 16(b) of the Exchange Act; and (e) this Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including, without limitation, the reporting requirements under Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by the Company, unless earlier revoked as to any attorney-in-fact by the undersigned in a signed writing delivered to such attorney-in-fact. In affixing his signature to this Power of Attorney, the undersigned hereby revokes any and all previously executed Powers of Attorney for the same or similar purposes.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 22nd day of September 2021.

/s/ Bradford C. Connett (Sign above) Print name: Bradford C. Connett