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 period ended June 27, 1998

OR

[ ] Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

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 11747
(Address of principal executive offices)

Telephone Number (516) 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 [ ]

As of August 6, 1998, there were 36,540,357 shares of the Registrant's Common Stock outstanding.

HENRY SCHEIN, INC.

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PART 1. FINANCIAL INFORMATION
ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

HENRY SCHEIN, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	June 27, 1998 (unaudited)	December 27, 1997
ASSETS		
Current assets:		
Cash and cash equivalents	$ 15,513	$ 7,824
Accounts receivable, less reserves of $12,901 and $13,048, respectively	291,230	261,665
Inventories	234,813	212,848
Deferred income taxes	13,451	13,323
Other	45,968	39,396
Total current assets	600,975	535,056
Property and equipment, net of accumulated depreciation and amortization of $62,685 and $57,997, respectively	59,185	54,449
Goodwill and other intangibles, net of accumulated amortization of $14,338 and $10,395, respectively	131,134	122,217
Investments and other	44,990	29,472
	$ 836,284	$ 741,194
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 163,614	$ 129,806
Bank credit lines	17,611	11,973
Accruals:		
Salaries and related expenses	21,954	20,729
Merger and integration costs	12,980	17,056
Other	42,653	39,095
Current maturities of long-term debt	4,340	9,370
Total current liabilities	263,152	228,029
Long-term debt	124,154	93,192
Other liabilities	8,264	6,550
Total liabilities	395,570	327,771
Minority interest	2,085	2,225
Stockholders' equity:		
Common stock, $.01 par value, authorized 60,000,000; issued 36,144,367 and 35,146,892, respectively	367	352
Additional paid-in capital	337,311	322,998
Retained earnings	105,415	92,238
Treasury stock, at cost (62,479 shares)	(1,156)	(1,156)
Accumulated other comprehensive income	(1,683)	(1,609)
Deferred compensation	(1,625)	(1,625)
Total stockholders' equity	438,629	411,198
	$ 836,284	$ 741,194

See accompanying notes to consolidated financial statements.

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

	Three Months Ended		Six Months Ended	
	June 27, 1998	June 28, 1997 (restated)	June 27, 1998	June 28, 1997 (restated)
Net sales	$ 427,873	$ 373,434	$ 830,905	$ 712,483
Cost of sales	293,754	262,502	575,295	501,514
Gross profit	134,119	110,932	255,610	210,969
Operating expenses:				
Selling, general and administrative	112,300	95,537	219,525	185,939
Merger and integration costs	8,536	1,826	12,400	4,353
Operating income	13,283	13,569	23,685	20,677
Other income (expense):				
Interest income	1,419	1,444	3,131	2,981
Interest expense	(2,505)	(1,012)	(4,662)	(2,032)
Other - net	(35)	69	45	(6)
Income before taxes on income, minority interest and equity in earnings of affiliates	12,162	14,070	22,199	21,620
Taxes on income	5,567	6,025	9,820	10,033
Minority interest in net losses of subsidiaries	(144)	(115)	(143)	(129)
Equity in earnings of affiliates	474	381	655	331
Net income	$ 7,213	$ 8,541	$ 13,177	$ 12,047
Net income per common share:				
Basic	$ 0.20	$ 0.25	$ 0.36	$ 0.35
Diluted	$ 0.19	$ 0.24	$ 0.34	$ 0.34
Weighted average shares outstanding:				
Basic	36,764	34,606	36,325	34,172
Diluted	38,736	36,332	38,221	35,549

See accompanying notes to consolidated financial statements.

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

	Six Months Ended	
	June 27, 1998	June 28, 1997
		(restated)
Cash flows from operating activities:		
Net income	$ 13,177	$ 12,047
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	7,423	6,705
Provision (benefit) for losses on accounts receivable	(467)	2,259
Benefit from deferred income taxes	802	888
Undistributed earnings of affiliates	(655)	(331)
Stock issued to ESOP trust	--	1,111
Provision (benefit) for merger and integration costs	(4,076)	807
Minority interest in net losses of subsidiaries	(143)	(129)
Other	201	61
Changes in assets and liabilities:		
Increase in accounts receivable	(21,508)	(21,992)
(Increase) decrease in inventories	(18,218)	7,384
Increase in other current assets	(6,932)	(2,408)
(Increase) decrease in accounts payable and accruals	35,652	(20,949)
Net cash provided by (used in) operating activities	5,256	(14,547)
Cash flows from investing activities:		
Capital expenditures	(15,404)	(7,063)
Business acquisitions, net of cash acquired	(5,946)	(13,128)
Other	(7,868)	(759)
Net cash used in investing activities	(29,218)	(20,950)
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	--	944
Principal payments on long-term debt	(8,411)	(2,281)
Proceeds from issuance of stock upon exercise of options	6,100	1,182
Proceeds from borrowings from banks	34,282	14,250
Payments on borrowings from banks	(181)	(773)
Purchase of treasury stock	--	(618)
Dividends paid by acquired company	--	(982)
Other	(139)	(1,215)
Net cash provided by financing activities	31,651	10,507
Net increase (decrease) in cash and cash equivalents	7,689	(24,990)
Cash and cash equivalents, beginning of period	7,824	45,814
Cash and cash equivalents, end of period	$ 15,513	$ 20,824

See accompanying notes to consolidated financial statements.

Note 1. Basis of Presentation

The consolidated financial statements include the accounts of Henry Schein, Inc. and its wholly-owned and majority-owned subsidiaries (collectively, the "Company").

In the opinion of the Company's management, the accompanying unaudited consolidated financial statements contain all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the information set forth therein. These consolidated financial statements are condensed and therefore do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. The financial statements include adjustments to give effect to the acquisitions of Micro Bio-Medics, Inc. ("MBMI"), effective August 1, 1997 and Sullivan Dental Products, Inc. ("Sullivan"), effective November 12, 1997, which were accounted for under the pooling of interests method. The consolidated financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K and 10-K/A for the year ended December 27, 1997. The Company follows the same accounting policies in preparation of interim reports. The results of operations for the six months ended June 27, 1998 are not necessarily indicative of the results to be expected for the fiscal year ending December 26, 1998 or any other period.

Note 2. Business Acquisitions

During the six months ended June 27, 1998, the Company completed two acquisitions, and had two pending acquisitions, both of which have subsequently closed (see Note 5). The 1998 completed acquisitions included one dental and one medical supply company, with aggregate net sales for their most recently completed fiscal year ends of approximately $32,000 and $29,000, respectively. The two completed acquisitions, which were not material, were accounted for under the pooling of interests method of accounting and have been included in the consolidated financial statements from the beginning of the quarter in which the acquisitions occurred. In connection with the medical supply company acquisition, the Company issued 347,063 shares of its Common Stock with an aggregate value of $14,000. In connection with the dental supply company acquisition, the Company issued shares of a subsidiary, with rights equivalent to those of the Company's Common Stock, which are exchangeable into 603,500 shares of the Company's Common Stock, at each shareholders' option, with an aggregate value of $24,000.

Note 2. Business Acquisitions (Continued)

In connection with the acquisitions accounted for under the pooling of interests method of accounting, the Company incurred certain merger and integration costs during the three and six months ended June 27, 1998 and June 28, 1997, of approximately $8,500 and $12,400, and $1,800 and $4,400, respectively. These costs consist primarily of compensation, investment banking, legal, accounting and advisory fees, and other integration costs associated with these and prior mergers. Net of taxes, for the three and six months ended June 27, 1998 and June 28, 1997, merger and integration costs were approximately $0.16 and $0.24 per share, and $0.04 and $0.11 per share, respectively, on a diluted basis.

Net sales of the Company and the two 1998 completed acquisitions for the six months ended June 28, 1997 were $712,483 and $26,968, respectively. For the three months ended March 28, 1998, the effective date of the 1998 completed acquisitions, net sales of the Company and the two 1998 completed acquisitions were $403,032 and $15,323, respectively.

Note 3. Comprehensive Income

The Company adopted SFAS No. 130 Reporting Comprehensive Income, which requires that all components of comprehensive income and total comprehensive income be reported on one of the following: a statement of income and comprehensive income, a statement of comprehensive income or a statement of stockholders' equity. Comprehensive income is comprised of net income and all changes to stockholders' equity, except those due to investments by owners (changes in paid-in capital) and distributions to owners (dividends). For interim reporting purposes, SFAS 130 requires disclosure of total comprehensive income.

Total comprehensive income for the three and six months ended June 27, 1998 and June 28, 1997 is as follows:

	Three Months Ended	
	June 27, 1998	June 28, 1997
Net income	$ 7,213	$ 8,541
Foreign currency translation adjustments	244	(183)
Comprehensive income	$ 7,457	$ 8,358

	Six Months Ended	
	June 27, 1998	June 28, 1997
Net income	$ 13,177	$ 12,047
Foreign currency translation adjustments	(74)	(1,161)
Comprehensive income	$ 13,103	$ 10,886

Note 4. Earnings per Share

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

	Three Months Ended	Six Months Ended
June 27, 1998		
Basic *	36,764	36,325
Effect of assumed conversion of employee stock options	1,972	1,896
Diluted	38,736	38,221
June 28, 1997		
Basic	34,606	34,172
Effect of assumed conversion of employee stock options	1,726	1,377
Diluted	36,332	35,549

* Includes shares which are exchangeable into 603,500 shares of the Company's Common Stock (see Note 2).

Note 5. Subsequent Events

On August 3, 1998, the Company entered into an Agreement and Plan of Merger pursuant to which the H. Meer Dental Supply Company ("Meer") will merge into a wholly-owned subsidiary of the Company upon the issuance of approximately 3,000,000 shares of the Company's Common Stock for all the then outstanding shares of Meer, in a transaction which will be accounted for as a pooling of interests. Meer is a full-service dental distributor serving dentists, dental laboratories and institutions throughout the United States, and had fiscal 1997 net sales of approximately $180,000. This transaction is expected to close within two weeks, although no assurances can be given in this regard.

Additionally, on August 7, 1998, the Company completed the sale of Marus Dental International ("Marus"), the Company's dental equipment manufacturing operation. Marus had 1997 net sales of approximately $25,000. The operations of Marus were not material to the Company.

Subsequent to June 27, 1998, the Company released a Private Placement Memorandum in which the Company is seeking approximately $100,000 in longer term financing (financing with an average life of approximately ten years). The Company intends to use the proceeds of the financing, if consummated, to pay down amounts owed under its Revolving Credit facility, and for general corporate purposes.

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

RECENT DEVELOPMENTS

Since December 27, 1997, the Company has completed two acquisitions, and had two pending acquisitions, both of which have subsequently closed. The 1998 completed acquisitions included one dental and one medical supply company, with aggregate net sales for their most recently completed fiscal year ends of approximately $61.0 million. The two completed acquisitions, which were not material, were accounted for under the pooling of interests method of accounting and have been included in the consolidated financial statements from the beginning of the quarter in which the acquisitions occurred. In connection with the medical supply company acquisition, the Company issued 347,063 shares of its Common Stock with an aggregate value of $14.0 million. In connection with the dental supply company acquisition, the Company issued shares of a subsidiary, with rights equivalent to thsoe of the Company's Common Stock, which are exchangeable into 603,500 shares of the Company's Common Stock, at each shareholders' option, with an aggregate value of $24.0 million.

Included in the pending transactions is an agreement and plan of merger between the Company and the H. Meer Dental Supply Company ("Meer"), which was announced on August 3, 1998, pursuant to which Meer will merge into a wholly-owned subsidiary of the Company upon the issuance of approximately 3,000,000 shares of the Company's Common Stock for all the then outstanding shares of Meer, in a transaction which will be accounted for as a pooling of interests. Meer is a full-service dental distributor serving dentists, dental laboratories and institutions throughout the United States, and had fiscal 1997 net sales of approximately $180.0 million. This transaction is expected to close within two weeks, although no assurances can be given in this regard.

The remaining pending transaction includes the acquisition of 50.1% of the dental division of an international combined dental, medical and veterinary distribution business, with fiscal 1997 net sales of approximately $16.0 million, which was completed on June 29, 1998 and which will be accounted for as a purchase transaction.

In connection with the acquisitions accounted for under the pooling of interests method of accounting, during the three and six months ended June 27, 1998 and June 28, 1997, the Company incurred certain merger and integration costs of approximately $12.4 million and $8.5 million, and $4.4 million and $1.8 million, respectively. Net of taxes, for the three and six months ended June 27, 1998 and June 28, 1997, merger and integration costs were approximately $0.16 and $0.24, and $0.04 and $0.11, per share, respectively, on a diluted basis. Merger and integration costs consist primarily of compensation, investment banking, legal, accounting and advisory fees, and other integration costs associated with these and prior mergers.

Excluding the merger and integration costs, net income and net income per common share would have been $22.2 million and $0.58 and $16.1 million and $0.45, respectively for the six months ended June 27, 1998 and June 28, 1997, and $13.5 million and $0.35 and $10.0 million and $0.28, respectively for the three months ended June 27, 1998 and June 28, 1997.

On August 7, 1998, the Company completed the sale of Marus Dental International ("Marus"), the Company's dental equipment manufacturing operation. Marus had 1997 net sales of approximately $25.0 million. The operations of Marus were not material to the Company.

RESULTS OF OPERATIONS

Three Months Ended June 27, 1998 compared to Three Months Ended June 28, 1997

Net sales increased $54.5 million, or 14.6%, to $427.9 million for the three months ended June 27, 1998 from $373.4 million for the three months ended June 28, 1997. Of the $54.5 million increase, approximately $32.5 million, represented a 16.1% increase in the Company's dental business, $11.6 million represented a 10.7% increase in its medical business, $10.8 million represented a 25.5% increase in its international business, $2.1 million represented a 20.9% increase in the Company's veterinary business, offset by a $2.5 million, or 21.2% decrease in its technology and value-added product business. The increase in dental net sales was primarily the result of the continuing favorable impact of the Company's integrated sales and marketing approach (which coordinates the efforts of its field sales consultants with its direct marketing and telesales personnel), and continued success of the Company's targeted marketing programs, offset in part by a reduction in dental equipment sales resulting from the Company's disposal of its equipment manufacturing subsidiary, Marus Dental International. The increase in medical net sales is primarily attributable to sales to hospitals, acquisitions, and the benefits of a new telesales structure, partially offset by a decline in sales to the Company's largest renal dialysis customer, Renal Treatment Centers, Inc., ("RTC"). In the international market, the increase in net sales was due to acquisitions, primarily in Germany, the United Kingdom and The Netherlands, and increased account penetration in France, United Kingdom and Spain. Unfavorable exchange rate translation adjustments reduced the net increase in the international market by approximately $0.8 million. Had net sales for the international market been translated at the same exchange rates in effect during the second quarter of 1997, net sales would have increased by an additional 1.8%. In the veterinary market, the increase in net sales was primarily due to increased account penetration with core accounts and veterinary groups. The decrease in technology and value-added product sales was primarily due to the shipment of an Easy Dental software enhancement product in the second quarter of 1997 with no corresponding enhancement shipped in the second quarter of 1998. Excluding net sales of Marus and RTC, in both periods, net sales would have grown by 20.3% in 1998 over 1997.

Gross profit increased by $23.2 million, or 20.9%, to $134.1 million for the three months ended June 27, 1998, from $110.9 million for the three months ended June 28, 1997. Gross profit margin increased by 1.6% to 31.3% from 29.7% last year, with improvements primarily in technology and value-added product margins and to a lesser extent, medical, dental and veterinary margins.

Selling, general and administrative expenses increased by $16.8 million, or 17.6%, to $112.3 million for the three months ended June 27, 1998 from $95.5 million for the three months ended June 27, 1997. Selling and shipping expenses increased by $11.7 million, or 18.0%, to $76.7 million for the three months ended June 27, 1998 from $65.0 million for the three months ended June 28, 1997. As a percentage of net sales, selling and shipping expenses increased 0.5% to 17.9% for the three months ended June 27, 1998 from 17.4% for the three months ended June 28, 1997. The increase was primarily due to higher selling expenses attributable to payroll, as a result of opening new warehouse facilities, higher freight costs and advertising expenditures. General and administrative expenses increased $5.1 million, or 16.7%, to $35.6 million for the three months ended June 27, 1998 from $30.5 million for the three months ended June 28, 1997, primarily as a result of acquisitions. As a percentage of net sales, general and administrative expenses increased 0.1% to 8.3% for the three months ended June 27, 1998 from 8.2% for the three months ended June 28, 1997.

Other income (expense) - net decreased by $1.6 million, to ($1.1) million for the three months ended June 27, 1998, compared to $0.5 million for the three months ended June 28, 1997 due to an increase in interest expense resulting from an increase in average borrowings.

Equity in earnings of affiliates increased $0.1 million to $0.5 million for the three months ended June 27, 1998 from $0.4 million for the three months ended June 28, 1997. This increase was primarily due to increased sales volume and improved margins for the products sold by an unconsolidated 50%-owned company.

For the three months ended June 27, 1998 the Company's effective tax rate was 45.8%. Excluding merger and integration costs, the majority of which are not deductible for income tax purposes, the Company's effective tax rate would have been 38.0%. For the three months ended June 28, 1997, the Company's effective tax rate was 42.8%. Excluding merger and integration costs, the Company's effective tax rate for the three months ended June 28, 1997 would have been 39.9%. The difference between the Company's effective tax rate (excluding merger and integration costs), and the Federal statutory rate relates primarily to state income taxes.

Six Months Ended June 27, 1998 compared to Six Months Ended June 28, 1997

Net sales increased $118.4 million, or 16.6%, to $830.9 million for the six months ended June 27, 1998 from $712.5 million for the six months ended June 28, 1997. Of the $118.4 million increase, approximately $60.2 million represented a 15.5% increase in the Company's dental business, $31.7 million represented a 15.7% increase in its medical business, $22.4 million represented a 27.0% increase in its international business, $4.1 million represented a 20.3% increase in the Company's increase in its veterinary business. Technology and value-added product net sales were consistent with the prior period. The increase in dental net sales was primarily the result of the continuing favorable impact of the Company's integrated sales and marketing approach (which coordinates the efforts of its field sales consultants with its direct marketing and telesales personnel), and continued success of the Company's targeted marketing programs, offset in part by a reduction in dental equipment sales resulting from the Company's disposal of its equipment manufacturing subsidiary, Marus. The increase in medical net sales is primarily attributable to sales to hospitals, acquisitions, and the benefits of a new telesales structure, partially offset by a decline in sales to renal dialysis centers. In the first quarter of 1998 the Company's largest renal dialysis customer, Renal Treatment Centers, Inc., was acquired by Total Renal Care, Inc. which currently is not a customer of the Company. In March of this year, RTC stopped purchasing Epogen from the Company, but continues to purchase other products. During fiscal year 1997, the Company's sales of Epogen to RTC amounted to $38.7 million. In the international market, the increase in net sales was due to acquisitions, primarily in Germany, the United Kingdom and The Netherlands, and increased account penetration in France, United Kingdom and Spain. Unfavorable exchange rate translation adjustments reduced the net increase in the international market by approximately $2.8 million. Had net sales for the international market been translated at the same exchange rates in effect during the first half of 1997, net sales would have increased by an additional 3.3%. In the veterinary market, the increase in net sales was primarily due to increased account penetration with core accounts and veterinary groups. Excluding net sales of Marus and RTC, in both periods, net sales would have grown by 19.9% in 1998 over 1997.

Gross profit increased by $44.6 million, or 21.1%, to $255.6 million for the six months ended June 27, 1998, from $211.0 million for the six months ended June 28, 1997. Gross profit margin increased by 1.2% to 30.8% from 29.6% last year, with improvements primarily in technology and value-added product margins and to a lesser extent, medical, dental and veterinary margins.

Selling, general and administrative expenses increased by $33.6 million, or 18.1%, to $219.5 million for the six months ended June 27, 1998 from $185.9 million for the six months ended June 28, 1997. Selling and shipping expenses increased by $22.9 million, or 18.2%, to $148.5 million for the six months ended June 27, 1998 from $125.6 million for the six months ended June 28, 1997. As a percentage of net sales, selling and shipping expenses increased 0.3% to 17.9% for the six months ended June 27, 1998 from 17.6% for the six months ended June 28, 1997. The increase was primarily due to higher selling expenses attributable to payroll, as a result of opening new warehouse facilities, higher freight costs and advertising expenditures. General and administrative expenses increased $10.7 million, or 17.7%, to $71.0 million for the three months ended June 27, 1998 from $60.3 million for the six months ended June 28, 1997, primarily as a result of acquisitions. As a percentage of net sales, general and administrative expenses remained unchanged at 8.5%.

Other income (expense) - net decreased by $2.4 million, to ($1.5) million for the six months ended June 27, 1998, compared to $0.9 million for the six months ended June 28, 1997 due to an increase in interest expense resulting from an increase in average borrowings, partially offset by an increase in interest income from finance charges and imputed interest arising from non-interest bearing extended payment term sales.

Equity in earnings of affiliates increased $0.4 million to $0.7 million for the six months ended June 27, 1998 from $0.3 million for the six months ended June 28, 1997. This increase was primarily due to increased sales volume and improved margins for the products sold by an unconsolidated 50%- owned company.

For the six months ended June 27, 1998 the Company's effective tax rate was 44.2%. Excluding merger and integration costs, the majority of which are not deductible for income tax purposes, the Company's effective tax rate would have been 38.0%. For the six months ended June 28, 1997, the Company's effective tax rate was 46.4%. Excluding merger and integration costs, the Company's effective tax rate for the six months ended June 28, 1997 would have been 38.0%. The difference between the Company's effective tax rate (excluding merger and integration costs), and the Federal statutory rate relates primarily to state income taxes.

Year 2000

Management has initiated a company-wide program to prepare the Company's computer systems and applications for the year 2000, as well as identify critical third parties which the Company relies upon to operate its business to assess their readiness for the year 2000. The year 2000 issue arises from the widespread use of computer programs that rely on two-digit date codes to perform computations or decision-making functions. The Company expects to incur internal payroll costs as well as consulting costs and other expenses related to infrastructure and facilities enhancements necessary to prepare for the Company's systems for the year 2000. Management estimates that the cost of this program will be between $2.0 million and $3.0 million, with approximately $1.5 million representing incremental costs to the Company. There can be no assurance that the systems of other companies which the Company's systems rely upon will be timely converted, or that such failure to convert by another company would not have a material adverse effect on the Company's systems and results of operations.

LIQUIDITY AND CAPITAL RESOURCES

The Company's principal capital requirements have been to fund (a) working capital needs resulting from increased sales, extended payment terms on various products, special inventory forward buy-in opportunities, and to fund initial start-up inventory requirements for new distribution centers, (b) acquisitions and (c) capital expenditures. Since sales have been strongest during the fourth quarter and special inventory forward buy-in opportunities are most prevalent just before the end of the year, the Company's working capital requirements have been generally higher from the end of the third quarter to the end of the first quarter of the following year. The Company has financed its business primarily through revolving credit facilities and stock issuances.

Net cash provided by operating activities for the six months ended June 27, 1998 of $5.3 million resulted primarily from net income of $13.2 million, adjusted for non-cash changes of $3.1 million, offset by an increase in operating items of working capital of $11.0 million. The increase in working capital was primarily due to (i) a $21.5 million increase in accounts receivable, (ii) a $18.2 million increase in inventory, and (iii) a $6.9 million increase in other current assets, offset by (iv) a decrease in accounts payable and other accrued expenses of $35.6 million resulting primarily from payments to vendors for inventory purchased as part of the Company's year-end inventory forward buy-in program. The Company anticipates future increases in working capital as a result of its continued sales growth.

Net cash used in investing activities for the six months ended June 27, 1998 of $29.2 million resulted primarily from cash outlays for capital expenditures of $15.4 million, increase in loans to unconsolidated affiliates and other of $7.9 million and net cash paid for acquisitions of $5.9 million. The increased amount of capital expenditures over the comparable prior year period was due to expenditures for additional operating facilities, as well as the development of new computer systems. The Company expects that it will invest in excess of $30.0 million during the year ending December 26, 1998, including approximately $10.0 million to $12.0 million relating to the consolidation and integration of facilities and systems as a result of recent acquisitions. Thereafter, the Company expects to invest in excess of $20.0 million per year in capital projects to modernize and expand its facilities and infrastructure systems and integrate operations.

Net cash provided by financing activities for the six months ended June 27, 1998 of $31.7 million resulted primarily from net borrowings on bank credit lines of $34.3 million, offset primarily by repayments on other long-term debt.

In addition, with respect to certain acquisitions and joint ventures, holders of minority interest in the acquired entities or ventures have the right at certain times to require the Company to acquire their interest at either fair market value or a formula price based on earnings of the entity.

The Company's cash and cash equivalents as of June 27, 1998 of $15.5 million consist of bank balances and money market funds. These investments have staggered maturity dates, none greater than three months, and have a high degree of liquidity since the securities are actively traded in public markets.

The Company's main credit facility is a $150.0 million revolving credit facility which has a termination date of August 15, 2002. Borrowings under the credit facility were $108.2 million at June 27, 1998. Certain of the Company's subsidiaries have revolving credit facilities that total approximately $35.3 million under which $17.6 million have been borrowed at June 27, 1998.

Subsequent to June 27, 1998, the Company released a Private Placement Memorandum in which the Company is seeking approximately $100.0 million in longer term financing (financing with an average life of approximately ten years). The Company intends to use the proceeds of the financing, if consummated, to pay down amounts owed under its Revolving Credit facility, and for general corporate purposes.

The Company believes that its cash and cash equivalents, its anticipated cash flow from operations, its ability to access private and public debt and equity markets, and the availability of funds under its existing credit agreements will provide it with liquidity sufficient to meet its short and long-term capital needs.

Disclosure Regarding Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward looking statements. Certain information in this Form 10-Q contains information that is forward looking, such as the Company's opportunities to increase sales through, among other things, acquisitions; its exposure to fluctuations in foreign currencies; its anticipated liquidity and capital requirements; competitive product and pricing pressures and the ability to gain or maintain share of sales in global markets as a result of actions by competitors; and the results of legal proceedings. The matters referred to in forward looking statements could be affected by the risks and uncertainties involved in the Company's business. These risks and uncertainties include, but are not limited to, the effect of economic and market conditions, the impact of the consolidation of healthcare practitioners, the impact of healthcare reform, opportunities for acquisitions and the Company's ability to effectively integrate acquired companies, the acceptance and quality of software products, acceptance and ability to manage operations in foreign markets, the ability to maintain favorable supplier arrangements and relationships, possible disruptions in the Company's computer systems or telephone systems, the Company's ability and its customers' and suppliers' ability to replace, modify or upgrade computer programs in ways that adequately address the Year 2000 issue, possible increases in shipping rates or interruptions in shipping service, the level and volatility of interest rates and currency values, economic and political conditions in international markets, including civil unrest, government changes and restrictions on the ability to transfer capital across borders, the impact of current or pending legislation, regulation and changes in accounting standards and taxation requirements, environmental laws in domestic and foreign jurisdictions, as well as certain other risks described in this Form 10-Q. Subsequent written and oral forward looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements in this paragraph and elsewhere described in this Form 10-Q.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

During the first quarter of 1998, the Company became involved in a dispute with Premier Laser Systems, Inc. ("PLS") involving the alleged purchase of certain products distributed by PLS. The Company does not believe that this dispute will have a material adverse effect on the Company.

The Company is subject to claims, suits and complaints about its products, such as those involving governmental regulations, negligence and torts, which arise in the ordinary course of the Company's business. One complaint, which alleges negligence and breach of contract involving the sale of software products by one of the Company's subsidiaries, has requested class action certification. The Company intends to vigorously defend all such claims, suits and complaints. In the opinion of the Company, all such pending matters are covered by insurance or are of such kind, or involve such amounts, as would not have a material adverse effect on the financial statements of the Company if disposed of unfavorably.

Item 2. Changes In Securities

In connection with one of the 1998 completed acquisitions, a subsidiary of the Company issued 558,000 Class A non-voting exchangeable preferred shares and 45,500 Class B non-voting exchangeable preferred shares, for all the outstanding shares of the acquiree. The Class A and Class B non-voting exchangeable preferred shares are exchangeable by their holders into an equivalent number of the Company's Common Stock. In connection with the same acquisition, the Company issued to a voting trustee four shares of the Company's special voting preferred stock, which special voting preferred stock entitles each holder of Class A and Class B non-voting exchangeable preferred shares to excercise, through the voting trustee, a number of votes with respect to matters voted on by the stockholders of the Company equal to the number of Class A and Class B non-voting exchangeable preferred shares held by such holder.

Subsequently, all of the Class B non-voting exchangeable preferred shares were exchanged for 45,500 shares of the Company's Common Stock. The Class A non-voting exchangeable preferred shares have been treated as if exchanged into 558,000 shares of the Company's Common Stock, since they cannot be disposed of in any other manner than exchange into the Company's Common Stock.

Item 4. Submission of Matters to a Vote of Security Holders

At the Company's Annual Meeting of Stockholders held on May 27 1998, the stockholders of the Company took the following actions:

(i) Re-elected the following individuals to the Company's Board of Directors:

Stanley M. Bergman	(31,490,966 shares voting for; 60,257 shares withheld)
James P. Breslawski	(31,491,316 shares voting for; 59,907 shares withheld)
Gerald A. Benjamin	(31,490,896 shares voting for; 60,327 shares withheld)
Leonard A. David	(31,490,358 shares voting for; 60,865 shares withheld)
Mark E. Mlotek	(31,490,558 shares voting for; 60,665 shares withheld)
Steven Paladino	(31,491,190 shares voting for; 60,033 shares withheld)
Barry J. Alperin	(31,490,816 shares voting for; 60,407 shares withheld)
Pamela Joseph	(31,489,706 shares voting for; 61,517 shares withheld)
Donald J. Kabat	(31,490,706 shares voting for; 60,517 shares withheld)
Marvin H. Schein	(31,490,219 shares voting for; 61,004 shares withheld)
Irving Shafran	(31,490,554 shares voting for; 60,669 shares withheld)
Bruce Haber	(31,490,896 shares voting for; 60,327 shares withheld)
Robert Sullivan	(31,486,266 shares voting for; 64,957 shares withheld)

(ii) Amended the Company's By-laws to increase, by 60,000,000, the number of shares of common stock the Company's authorized to issue (31,144,443 shares voting for; 372,870 shares voting against; 33,910 shares abstaining).

(iii) Amended the Company's 1994 Stock Option Plan to increase the number of shares issuable under the Plan by 1,650,000 shares (29,697,002 shares voting for; 1,816,048 shares voting against; 64,173 shares abstaining).

(iv) Ratified the selection of BDO Seidman, LLP as the Company's independent auditors for the year ended December 26, 1998 (31,664,665 shares voting for; 11,998 shares voting against; 24,560 shares abstaining).

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits.

10.108 Amendment No. 5 dated as of May 15, 1998 to Credit Agreement (filed herein).

27.1 Financial Data Schedule

(b) Reports on Form 8-K.
None.

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
Senior Vice President and Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

Dated: August 11, 1998

AMENDMENT NO. 5 TO REVOLVING CREDIT AGREEMENT

AMENDMENT No. 5 TO REVOLVING CREDIT AGREEMENT, dated as of May 15, 1998, among HENRY SCHEIN, INC., a corporation organized under the laws of the State of Delaware (the "Borrower"), and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), FLEET BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America ("Fleet"), COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", New York Branch, a cooperative banking organization organized under the laws of The Netherlands ("Rabobank Nederland"), and EUROPEAN AMERICAN BANK, a New York banking corporation ("EAB"; collectively with Chase, Fleet and Rabobank Nederland, the "Banks"), and Chase, as Agent for the Banks.

RECITALS:

A. The parties hereto entered into that Revolving Credit Agreement, dated as of January 31, 1997 (such agreement as it has been amended through the date hereof, the "Credit Agreement").

B. The parties hereto desire to amend the Credit Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. AMENDMENTS TO REVOLVING CREDIT AGREEMENT.

This Amendment shall be deemed to be an amendment to the Credit Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Agreement are hereby incorporated by reference into the Credit Agreement as if such terms were set forth in full therein.

Section 1.1. Section 1.1 of the Credit Agreement is hereby amended by inserting the following defined terms therein in alphabetical order:

"commencement of the third stage of EMU" means the date of commencement of the third stage of EMU (at the date of this

Agreement expected to be January 1, 1999) or the date on which circumstances arise which (in the reasonable opinion of the Agent) have substantially the same effect and result in substantially the same consequences as commencement of the third stage of EMU as contemplated by the Treaty on European Union.

"EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"EMU legislation" means legislative measures of the European Council for the introduction of changeover to or operation of a single or unified European currency (whether known as the euro or otherwise), being in part the implementation of the third stage or EMU.

"euro" means the single currency of participating member states of the European Union.

"euro unit" means the currency unit of the euro.

"Material Adverse Change" or "Material Adverse Effect" means as to any Person a material adverse change in or effect on (as the case may be) the business, condition (financial or otherwise), operations, performance or properties of such Person or other event or occurrence that could have a material adverse effect on (i) the ability of any of the Borrower or the Guarantors to perform its obligations under any of the Facility Documents to which it is a party or any of its other obligations incurred in the ordinary course of its business as and when such obligations are due or (ii) the rights and remedies of the Agent or any Bank under any Facility Document.

"national currency unit" means the unit of currency (other than a euro unit) of a participating member state.

"participating member state" means each state so described in any EMU legislation.

"Treaty on European Union" means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on February 7, 1992, and came into force on November 1, 1993), as amended from time to time."

Section 1.2. The definition of the term "Post-Closing Guarantors" contained in Section 1.1 of the Credit Agreement is hereby amended by deleting the amount "$10,000,000" in the fourth line thereof in between the words "States" and "and", and inserting the amount "$25,000,000" in its stead.

Section 1.3. Section 2.4(c) of the Credit Agreement is hereby amended by deleting the phrase "twelve (12) different Interest Periods" therefrom and substituting the following in its stead:

"fifteen (15) different Interest Periods".

Section 1.4. Article 6 of the Credit Agreement is hereby amended by inserting the following new Section therein immediately following Section 6.22 thereof:

"Section 6.23. Year 2000 Compliance.

Any reprogramming required to permit the Borrower to conduct its business without Material Adverse Effect to the Borrower, or to the Borrower and its Subsidiaries taken as a whole, through the proper functioning, in and following the year 2000, of (i) the Borrower's computer systems and (ii) equipment containing embedded microchips (including systems and equipment supplied by others or with which Borrower's systems interface) and the testing of all such systems and equipment, as so reprogrammed, will be completed by September 28, 1999. The cost to the Borrower of such reprogramming and testing and of the reasonably foreseeable consequences of year 2000 to the Borrower (including, without limitation, reprogramming errors and the failure of others' systems or equipment) will not result in a Default or a Material Adverse Effect to the Borrower, or to the Borrower and its Subsidiaries taken as a whole. Except for such of the reprogramming referred to in the preceding sentence as may be necessary, the computer and management information systems of the Borrower and its Subsidiaries are and, with ordinary course upgrading and maintenance, will continue for the term of this Agreement to be, sufficient to permit the Borrower to conduct its business without Material Adverse Effect to the Borrower, or to the Borrower and its Subsidiaries taken as a whole."

Section 1.5. Section 8.1(f) of the Credit Agreement is hereby amended by deleting the amount "$50,000,000" in the fourth line thereof between the words "exceed" and "at any time outstanding", and inserting the amount "$200,000,000" in its stead.

Section 1.6. Section 9.2 of the Credit Agreement is hereby amended by deleting the amount "$20,000,000" in the fourth line thereof, and inserting the amount "$50,000,000" in its stead.

Section 1.7. Article 12 of the Credit Agreement is hereby amended by adding a new Section 12.15 immediately following the last sentence of Section 12.14. Confidentiality thereof, which new Section 12.15 shall be and read in its entirety as follows:

"Section 12.15. European Economic and Monetary Union.

(a) Effectiveness of Provisions. The provisions of paragraphs (b) to (i) below (inclusive) shall be effective at and from the commencement of the third stage of EMU, provided, that if and to the extent that any such provision relates to any state (or the currency of such state) that is not a participating member state on the commencement of the third stage of EMU, such provision shall become effective in relation to such state (and the currency of such state) at and from the date on which such state becomes a participating member state.

(b) Redenomination and Alternative Currencies. Each Obligation under this Agreement which has been denominated in the national currency unit of a participating member state shall be redenominated into the euro unit in accordance with EMU legislation, provided, however, if and to the extent that any EMU legislation provides that following the commencement of the third stage of EMU an amount denominated either in the euro or in the national currency unit of a participating member state and payable within that participating member state by crediting an account of the creditor can be paid by the debtor either in the euro unit or in that national currency unit, each party to this Agreement shall be entitled to pay or repay any such amount either in the euro unit or in such national currency unit.

(c) Loans. Any Loan in the currency of a participating member state shall be made in the euro unit.

(d) Banking Day. With respect to any amount denominated or to be denominated in the euro or a national currency unit, any reference to a "Banking Day" shall be construed as a reference to a day (other than a Saturday or Sunday) on which banks are generally open for business in

(i) London and New York City, and

(ii) Frankfurt am Main, Germany (or such principal financial center or centers in such participating member state or states as the Administration Agent may from time to time nominate for this purpose).

(e) Payments to the Agent. Provisions under this Agreement relating to payments to be made to the Agent, including without limitation Section 3.7, shall be construed so that, in relation to the payment of any amount of euro units or national currency units, such amount shall be made available to the Agent in immediately available, freely transferable, cleared funds to such account with such bank in Frankfurt am Main, Germany (or such other principal financial center in such participating member state as the Agent may from time to time nominate for this purpose).

(f) Payments by the Agent to the Banks. Any amount payable by the Agent to the Banks under this Agreement in the currency of a participating member state shall be paid in the euro unit.

(g) Payments by the Agent Generally. With respect to the payment of any amount denominated in the euro or in a national currency unit, the Agent shall not be liable to the Borrower or any of the Banks in any way whatsoever for any delay, or the consequences of any delay, in the crediting to any account of any amount required by this Agreement to be paid by the Agent if the Agent shall have taken all relevant steps to achieve, on the date required by this Agreement, the payment of such amount in immediately available, freely transferable, cleared funds (in the euro unit or, as the case may be, in a national currency unit) to the account with the bank in the principal financial center in the participating member state which the Borrower or, as the case may be, any Bank shall have specified for such purpose. In this paragraph (g), "all relevant steps" means all such steps as may be prescribed from time to time by the regulations or operating procedures of such clearing or settlement system as the Agent may from time to time reasonably determine for the purpose of clearing or settling payments of the euro.

(h) Basis of Accrual. If the basis of accrual of interest or fees expressed in this Agreement with respect to the currency of any state that becomes a participating state shall be inconsistent with any generally accepted and recognized convention or practice in the London Interbank Market for the basis of accrual of interest or fees in respect of the euro, such convention or practice shall replace such expressed basis effective as of and from the date on which such state becomes a participating member state; provided, that if any Loan in the currency of such state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Loan, at the end of the then current Interest Period.

(i) Rounding and Other Consequential Changes. Without prejudice and in addition to any method of conversion or rounding prescribed by any EMU legislation and without prejudice to the respective liabilities for indebtedness of the Borrower to the Banks and the Banks to the Borrower under or pursuant to this Agreement:

(i) each reference in this Agreement to a minimum amount (or an integral multiple thereof) in a national currency unit to be paid to or by the Agent shall be replaced by a reference to such reasonably comparable and convenient amount (or an integral multiple thereof) in the euro unit as the Agent may from time to time specify; and

(ii) except as expressly provided in this Section 12.15, each provision of this Agreement shall be subject to such reasonable changes of construction as the Agent may from time to time specify to be necessary or appropriate to reflect the introduction of or changeover to the euro in participating member states.

(j) Increased Costs. The Borrower shall from time to time, at the request of the Agent, pay to the Agent for the account of each Bank the amount of any cost or increased cost incurred by, or of any reduction in any amount payable to or in the effective return on its capital to, or of interest or other return foregone by, such Bank as a result of the introduction of, changeover to or operation of the euro in any participating member state. The determination by any Bank of such amount, if done in good faith on the basis of any reasonable method, shall, in the absence of any demonstrable error, be conclusive."

ARTICLE 2. REPRESENTATIONS AND WARRANTIES.

The Borrower hereby represents and warrants to the Banks that:

Section 2.1. Each and every of the representations and warranties set forth in Article 6 of the Credit Agreement is true in all material respects as of the date hereof with respect to the Borrower and, to the extent applicable, the Guarantors and each of their Subsidiaries and with the same effect as though made on the date hereof (except when such representation or warranty by its terms relates to a specific date other than the date hereof), and is hereby incorporated herein in full by reference as if fully restated herein in its entirety. In addition, in order to induce the Banks to enter into this Amendment, the Borrower hereby covenants, represents and warrants to the Banks that since December 31, 1996, there has been no Material Adverse Change in the Borrower or in the Borrower, the Guarantors and their Subsidiaries, taken as a whole.

Section 2.2. No Default or Event of Default, as defined in the Agreement now exists except as specifically waived hereby.

Section 2.3. The Borrower has the requisite corporate power and authority to enter into, perform and deliver this Amendment and any other documents, instruments, agreements or other writings to be delivered in connection herewith. This Amendment and all documents contemplated hereby or delivered in connection herewith, have each been duly authorized, executed and delivered and the transactions contemplated herein have been duly authorized by all necessary corporate action.

Section 2.4. This Amendment and any other documents, agreements or instruments now or hereafter executed and delivered to the Banks by the Borrower in connection herewith constitute (or shall, when delivered, constitute) valid and legally binding obligations of Borrower, each of which is and shall be enforceable against Borrower in accordance with their respective terms except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors rights generally or by the effect of general principles of equity which may limit the enforceability of equitable remedies (whether in a proceeding at law or in equity).

Section 2.5. No representation, warranty or statement by the Borrower contained herein or in any other document to be furnished by the Borrower in connection herewith contains, or at the time of delivery shall contain, any untrue statement of material fact, or omits or at the time of delivery shall omit to state a material fact necessary to make such representation, warranty or statement not misleading.

Section 2.6. No consent, waiver or approval of any entity is or will be required in connection with the execution, delivery, performance, validity or enforcement or priority of this Amendment or any other agreements, instruments or documents to be executed and/or delivered in connection herewith or pursuant hereto.

Section 2.7. Except as previously disclosed to the Banks, there is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially affecting the Borrower's business. The Borrower's performance of its obligations hereunder and/or the validity or enforceability of this Amendment are not the subject of any suit, investigation or proceeding, and the Borrower has no actual knowledge of any circumstances indicating that any such suit, investigation or proceeding is likely or imminent.

ARTICLE 3. CONDITIONS.

This Amendment shall become effective only upon satisfaction of the following conditions precedent:

(a) Chase shall have received each of the following documents, in form and substance reasonably satisfactory to Chase and its counsel:

i. this Amendment, duly executed by the Borrower;

ii. a certificate of the Secretary of the Borrower, dated the date of this Amendment, attesting to all corporate action taken by such entity, including resolutions of its Board of Directors authorizing the execution, delivery and performance of this Amendment and each other document to be delivered pursuant to this Amendment, together with a certification that the certificate, articles of incorporation and the by-laws of the Borrower has not been amended, modified, revoked or rescinded since the Closing Date;

iii. a certificate of the Secretary of the Borrower dated the date of this Amendment certifying the names and true signatures of the officers of such entity authorized to sign this Amendment and the other documents to be delivered by such entity under this Amendment; and

iv. such other documents, instruments, approvals, opinions and evidence as the Banks may reasonably require;

(b) the Borrower shall have obtained all consents, permits and approvals (if any) required in connection with the execution, delivery and performance by the Borrower of its obligations hereunder and such consents, permits and approvals shall continue in full force and effect; and

(c) all legal matters in connection with this financing shall be reasonably satisfactory to the Banks and their counsel.

ARTICLE 4. MISCELLANEOUS.

Section 4.1. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart.

Section 4.2. This Amendment shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York.

Section 4.3. Except as specifically amended hereby, the Credit Agreement shall remain in full force and effect in accordance with its terms.

Section 4.4. All references in the Credit Agreement and in the Facility Documents to the "Agreement" shall be deemed to refer to the Agreement as amended.

Section 4.5. The Credit Agreement and the Facility Documents shall each be deemed amended, to the extent necessary, to give effect to the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

HENRY SCHEIN, INC.

By: ------------------------------

Name: Steven Paladino
Title: Senior Vice President and Chief Financial Officer

THE CHASE MANHATTAN BANK, as Agent and a Bank

By: ------------------------------

Name: Emelia K. Teige
Title: Vice President

FLEET BANK, NATIONAL ASSOCIATION

By: ------------------------------

Name:
Title:

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH

By: ------------------------------

Name:
Title:

By: ------------------------------

Name:
Title:

EUROPEAN AMERICAN BANK

By: ------------------------------

Name:
Title:

The schedule contains summary financial information extracted from the
consolidated financial statements and is qualified in its entirety by
reference to such financial statements.

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6-MOS
DEC-26-1998
DEC-27-1997
JUN-27-1998
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