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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 3, 2021

Henry Schein, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**0-27078**	**11-3136595**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

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

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

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.01 per share	**HSIC**	**The Nasdaq Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Amendment of Existing Private Placement Shelf Facilities

On March 5, 2021, Henry Schein, Inc. (the "Company") amended its (i) Second Amended and Restated Private Shelf Agreement, dated as of June 29, 2018 (as amended by the First Amendment to Second Amended and Restated Private Shelf Agreement, dated as of June 22, 2020), by and among the Company, PGIM, Inc. ("Prudential") and each Prudential affiliate which becomes party thereto, (ii) Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as amended by the First Amendment to Second Amended and Restated Master Note Facility, dated as of June 22, 2020), by and among the Company, NYL Investors LLC (as successor in interest to New York Life Investment Management LLC) ("New York Life") and each New York Life affiliate which becomes party thereto, and (iii) Second Amended and Restated Master Note Purchase Agreement, dated as of June 29, 2018 (as amended by the First Amendment to Second Amended and Restated Master Note Purchase Agreement, dated as of June 22, 2020), by and among the Company, Metropolitan Life Insurance Company ("MLIC"), MetLife Investment Management, LLC (as successor in interest to MetLife Investment Advisors Company, LLC) ("MLIAC," and together with MLIC, "MetLife") and each MetLife affiliate which becomes party thereto (the amendments listed in clauses (i) through (iii) above, collectively, the "Private Shelf Amendments"), in each case to, among other things, (A) modify the financial covenant from being based on a net leverage ratio to a total leverage ratio and (B) restore the maximum maintenance total leverage ratio to 3.25x and remove the 1.00% interest rate increase triggered if the net leverage ratio were to exceed 3.0x.

The above description of the Private Shelf Amendments is not complete and is qualified in its entirety by the actual terms of the Private Shelf Amendments, copies of which are attached hereto as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information required by this Item is included in Item 1.01 of this Current Report on Form 8-K and is incorporated herein by reference.

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

On March 3, 2021, the Compensation Committee ("Compensation Committee") of the Board of Directors of Company approved a form of stock option award agreement ("Option Agreement") for grants under to the Company's 2021 long-term incentive program pursuant to the Company's 2020 Stock Incentive Plan ("2020 Incentive Plan"). The Option Agreement is substantially in the same form as the option award agreements previously used by the Company under a predecessor to the 2020 Incentive Plan, with the following changes (terms capitalized but not defined below have the definitions set forth in the Option Agreement):

- *Vesting*. The stock options vest in substantially equal installments on each of the first through third anniversaries of the date of grant, subject to the participant's continued service with the Company through the applicable vesting date, and subject to accelerated and continued vesting as a result of certain terminations.

- *Forfeiture/Clawback*. In the event the participant engages in "Competitive Activity" within one year following "Termination of Employment" for any reason, the Compensation Committee will have the sole discretion to cause all unexercised stock options to be forfeited, and the Company will have the right to recoup from the recipient the gain (if any) received by the recipient upon exercise of the stock option.

The foregoing summary of the Option Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Option Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

In connection with the Private Shelf Amendments, the Company lifted its previously announced temporary suspension of share repurchases. The Company intends to engage in share repurchases under its existing share repurchase program in the near future, with such commencement, as well as the timing, duration and amount, subject to market conditions.

On March 8, 2021, the Company issued a press release announcing the Private Shelf Amendments and lifting the Company's previously announced temporary suspension of share repurchases.

A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K. Such press release shall not be deemed "filed" for any purpose, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section. The information in Item 7.01, including Exhibit 99.1, shall not be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933, as amended, regardless of any general incorporation language in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 4.1	Second Amendment to Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of March 5, 2021, by and among the Company, PGIM, Inc. and each Prudential affiliate which becomes party thereto
Exhibit 4.2	Second Amendment to Second Amended and Restated Master Note Facility, dated as of March 5, 2021, by and among the Company, NYL Investors LLC and each New York Life affiliate which becomes party thereto
Exhibit 4.3	Second Amendment to Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of March 5, 2021, by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Management, LLC and each MetLife affiliate which becomes party thereto
Exhibit 10.1	Form of 2021 Stock Option Agreement pursuant to the Henry Schein, Inc. 2020 Stock Incentive Plan (as amended and restated effective as of May 21, 2020)
Exhibit 99.1	Press Release dated March 8, 2021
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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 hereunto duly authorized.

HENRY SCHEIN, INC.

Date: March 8, 2021

By: /s/ Walter Siegel
Name: Walter Siegel
Title: Senior Vice President and General Counsel

Exhibit 4.1
Execution Version

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY PRIVATE SHELF AGREEMENT

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY PRIVATE SHELF AGREEMENT, dated as of March 5, 2021 (this "Amendment"), is among Henry Schein, Inc., a Delaware corporation (the "Company"), PGIM, Inc., a New Jersey corporation ("Prudential"), and the other financial institutions and other entities party hereto (the "Holders") that constitute each of the holders of the Notes outstanding as of the date hereof (such Notes, the "Existing Notes", and as amended and restated by this Amendment, and as may be further amended, restated, modified or replaced from time to time, together with any notes issued in substitution therefor pursuant to Section 13 of the Note Facility (as defined below), collectively, the "Notes").

W I T N E S S E T H

WHEREAS, reference is made to that certain $500,000,000 Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018, by and among the Company, Prudential and each Holder party thereto (as amended by that certain First Amendment, dated as of June 23, 2020, and as may be further amended, restated, modified or supplemented from time to time, the "Note Facility");

WHEREAS, the Company has requested that the Note Facility be amended by this Amendment in order to, among other things, effect certain changes to the covenant set forth in Section 10.9 of the Note Facility;

WHEREAS, the Company, Prudential and the Holders are willing to enter into such amendments subject and pursuant to the terms and conditions of this Amendment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Note Facility.

SECTION 2. Amendments to the Note Facility. Effective as of the Second Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) The first sentence of Subsection 1.4 of the Note Facility is hereby amended and restated in its entirety as follows:

"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 13) in an aggregate principal amount not to exceed $500,000,000 (or the Dollar Equivalent in other Available Currencies), to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than 15.5 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 15.5 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 1.4 attached hereto."

(b) Subsection 7.2(a) of the Note Facility is hereby amended and restated in its entirety as follows:

"(a) Covenant Compliance – (i) the information required in order to establish whether the Company was in compliance with the requirements of Section 10.9 (including reasonably detailed calculations), (ii) a certification by such Senior Financial Officer (A) that the Company was in compliance with the requirements of Section 10.5(o), Section 10.6(a) and (b)(vi) 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, if requested, 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), (B) as to whether any Subsidiary that is not a Guarantor has executed any Guaranty with respect to any Principal Credit Facility during the relevant period, and (C) that 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) and (iii) a reconciliation of the treatment of leases in the financial statements accompanying such Officer's Certificate with the treatment of leases under GAAP as in effect on the date hereof, in form and substance reasonably satisfactory to the Required Holders; and"

(c) Subsection 10.9 of the Note Facility is hereby amended and restated in its entirety as follows:

"**10.9 Leverage Ratio.**

The Company will not permit the Consolidated Leverage Ratio to exceed 3.25 to 1.00 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; provided that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding $150,000,000 (each, a "**Material Acquisition**"), the Company may elect, upon written notice to Prudential and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.9 to 3.75 to 1.00 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a "**Four Quarter Period**") (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% per annum during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.00 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each, a "**Covenant Reset**

Date") (such increase, the "**Acquisition Spike**"); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.00 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Original Closing Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.00 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 that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period. If an interest payment on any Notes is due after the last day of any fiscal quarter of the Company, but before the Consolidated Leverage Ratio as of such last day has been calculated, then the Company shall pay an amount calculated as if the interest rate in effect on such last day had continued thereafter. If such calculation shows that there was a change in the interest rate on the Notes effective as of the first day following such last day, then the amount of interest payable by the Company on the next succeeding interest payment date in respect of such Notes shall be increased or decreased, as applicable, to the extent necessary to reflect the interest rate that should have been taken into account as of such first following day."

(d) Section 10 of the Note Facility is hereby amended by deleting Subsection 10.11.

(e) Schedule B of the Note Facility is hereby amended by deleting the following definitions: "**Additional Interest**," "**Cash Equivalents**," "**Consolidated Net Debt**," "**Consolidated Net Leverage Ratio**," "**Cost Savings**," "**Designated Charges**," "**Leverage Spike**," "**Leverage Spike Period**," "**Moody's**," "**Pro Forma Cost Savings**," "**Restricted Payment**," "**Restructuring Expenses**," "**S&P**," and "**Unrestricted Cash**."

(f) The definition of "**Consolidated EBITDA**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**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, (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries, (f) all non-recurring, unusual or extraordinary charges, costs and expenses, and (g) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (g) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, 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 31, 2016.

(g) Exhibits 1.3(a), 1.3(b), 1.3(c), 1.3(d), 1.3(e), 1.3(f), 1.4 and 9.8 of the Note Facility are hereby amended to delete the reference to "Additional Interest" therein, and to insert in lieu thereof "Acquisition Spike".

SECTION 3. Amendment and Restatement of Existing Notes. Subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Existing Notes are hereby, automatically and without any further action, amended and restated in their entirety to delete the reference to "Additional Interest" therein and to reflect in lieu thereof "Acquisition Spike". The parties hereto hereby acknowledge and agree that the amendments to the Existing Notes set forth herein could have been effected through an agreement or instrument of amendment, and for convenience, the parties hereto have agreed to restate the terms and provisions of the Existing Notes, as amended hereby, pursuant to this Section 3. At the request of any Holder, the Company shall execute and deliver a new Note or Notes in the form of the relevant Exhibit (as amended by this Amendment) to the Note Facility, in exchange for, and in replacement of, each Holder's Existing Note, within five Business Days of such request, registered in the name of such Holder, in the aggregate outstanding principal amount of such Existing Note and dated as of the last interest payment date of such Existing Note. Any Notes issued on or after the Second Amendment Effective Date shall be in the form of the relevant Exhibit to the Note Facility, as amended by this Amendment. The parties hereto specifically agree and confirm that the transactions effected hereby and by the Notes shall in no way evidence a new debt of the Company or a novation of the Existing Notes, but rather that all outstanding debt of the Company in respect of the Existing Notes is continued in full force and effect on the terms and conditions set forth in the Note Facility and the Notes (in each case as modified by this Amendment). All outstanding amounts owing by the Company in respect of the Existing Notes shall continue to be owing under the Note Facility and the Notes (without any further action required on the part of any Person), and shall be payable in accordance with the Note Facility and the Notes (in each case as modified by this Amendment).

SECTION 4. Representations and Warranties. To induce Prudential and the Holders to enter into this Amendment, the Company hereby represents and warrants to Prudential and the Holders that, both before (except with respect to Section 4(c) below) and after giving effect to this Amendment:

(a) The execution, delivery and performance by the Company of this Amendment (i) are within the Company's requisite corporate or other applicable power and authority; (ii) have been duly authorized by all necessary corporate action; (iii) will not violate any Requirement of Law or Contractual Obligation of the Company or any if its Subsidiaries, except for such violations of Contractual Obligations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; (iv) 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; and (v) will not require any consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person with respect to the Company or any of its Restricted Subsidiaries except for such consents, authorizations, filings, notices or other acts relating to such other Person which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(b) This Amendment has been duly executed and delivered on behalf of the Company. This Amendment constitutes and, upon execution and delivery thereof, will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company 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; and

(c) Immediately before and after giving effect to this Amendment, the representations and warranties contained in the Note Facility (except with respect to Section 5.8 of the Note Facility, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K, in each case, most recently filed with the Securities and Exchange Commission) and the other Financing Documents are true and correct in all material respects as of the Second Amendment Effective Date 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 of such earlier date.

(d) This Amendment and the documents, certificates or other writings delivered to the Holders by or on behalf of the Company in connection with the amendments set forth herein, 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. 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 other documents, certificates or other writings delivered to Prudential or the Holders by or on behalf of the Company in connection with the amendments set forth herein.

(e) 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 Amendment.

(f) No event has occurred and no condition exists that, either before or after giving effect to this Amendment, constitutes or would constitute a Default or an Event of Default.

(g) The Company has not paid, nor has it agreed to pay, any fees or other compensation in connection with the amendments described in clauses (b) and (c) of Section 5 below.

SECTION 5. Conditions to Effectiveness. The amendments set forth in Section 2 of this Amendment and the amendment and restatement of the Existing Notes set forth in Section 3 of this Amendment shall become effective on the first date on which the following conditions precedent have been satisfied or waived (the first date on which such conditions shall have been so satisfied or waived, the "Second Amendment Effective Date"):

(a) The Company, Prudential and the Holders shall have executed and delivered a counterpart of this Amendment.

(b) Prudential shall have received a fully executed copy of an amendment agreement to the New York Life Shelf Agreement, dated as of the date hereof (the "New York Life Amendment"), by and among the Company, NYL Investors LLC and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders.

(c) Prudential shall have received a fully executed copy of an amendment agreement to the MetLife Shelf Agreement, dated as of the date hereof (the "MetLife Amendment"), by and among the Company, Metropolitan Life Insurance Company and MetLife Investment Advisors Company, LLC and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders.

(d) The 364-Day Credit Facility shall have been terminated, and the Company shall have provided evidence thereof in form and substance satisfactory to the Required Holders.

(e) Prudential and the Holders shall have received a certificate signed by a Responsible Officer of the Company certifying that the conditions specified in clauses (f) and (g) of this Section 5 have been satisfied as of the Second Amendment Effective Date.

(f) Each of the representations and warranties set forth in Section 4 above shall be true and correct in all material respects on and as of the Second Amendment Effective 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).

(g) No Default or Event of Default shall have occurred and be continuing on and as of the Second Amendment Effective Date or immediately after giving effect to this Amendment.

(h) The Company shall have paid the reasonable fees and disbursements of the Holders' special counsel in accordance with Section 7 below.

SECTION 6. Effects on Note Facility. This Amendment shall be construed in connection with and as a part of the Note Facility and, except as specifically amended herein, the Note Facility shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Note Facility without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context otherwise requires.

SECTION 7. Expenses. Without prejudice to the provisions of Section 15 (*Expenses, Etc.*) of the Note Facility, whether or not the amendments set forth herein become effective, the Company agrees to pay or reimburse Prudential and the Holders for all of their reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of this Amendment 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 reasonble and documented fees and disbursements of Akin Gump Strauss Hauer & Feld LLP, counsel to Prudential and the Holders.

SECTION 8. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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. EACH PARTY HERETO HEREBY AGREES AS SET FORTH FURTHER IN SECTION 22.8 OF THE NOTE FACILITY AS IF SUCH SECTION WAS SET FORTH IN FULL HEREIN.

SECTION 9. No Novation. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Note Facility or an accord and satisfaction in regard thereto

SECTION 10. Financing Document. This Amendment shall constitute a "Financing Document" for all purposes of the Note Facility and the other Financing Documents.

SECTION 11. Amendments; Execution in Counterparts; Electronic Execution. This Amendment shall not constitute an amendment of any other provision of the Note Facility not referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Company that would require a waiver or consent of the Holders or Prudential. Except as expressly amended hereby, the provisions of the Note Facility are and shall remain in full force and effect. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including by means of facsimile or electronic transmission, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Delivery of an executed counterpart of a signature page of this Amendment by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an "Electronic Signature"), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require Prudential or the Holders to accept Electronic Signatures in any form or format without their prior written consent. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Prudential, the Company and the other parties hereto, electronic images of this Amendment or any other Financing Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of this Amendment or any of the other Financing Documents based solely on the lack of paper original copies of this Amendment or any other Financing Documents, including with respect to any signature pages hereto or thereto.

SECTION 12. Successors and Assigns. All covenants and other agreements contained in this Amendment 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 13. Severability. Any provision of this Amendment 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.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

HENRY SCHEIN, INC.,
as the Company

by
/s/ Michael Amondio
Name: Michael Amodio
Title: Vice President and Treasurer

[Signature Page to Second Amendment to Second A&R Master Facility Note (Prudential)]

PGIM, Inc.

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Second Vice President

THE GIBRALTAR LIFE INSURANCE CO., LTD

By: Prudential Investment Management Japan Co., Ltd., as Investment Manager

By: PGIM, Inc. (as Sub-Adviser)

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

PRUDENTIAL ARIZONA REINSURANCE UNIVERSAL COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD.

By: Prudential Investment Management Japan Co., Ltd., as Investment Manager

By: PGIM, Inc. (as Sub-Adviser)

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

PRUDENTIAL ARIZONA REINSURANCE TERM COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

BCBSM, INC. DBA BLUE CROSS AND BLUE SHIELD OF MINNESOTA

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by /s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

FARMERS NEW WORLD LIFE INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by /s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

MEDICA HEALTH PLANS

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by /s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

THE INDEPENDENT ORDER OF FORESTERS

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

FARMERS INSURANCE EXCHANGE

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

MID CENTURY INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by
/s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

PHYSICIANS MUTUAL INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by /s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

ZURICH AMERICAN INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

by /s/ Kamau Hixon
Name: Kamau Hixon
Title: Vice President

Exhibit 4.2
Execution Version

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MASTER NOTE FACILITY

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MASTER NOTE FACILITY, dated as of March 5, 2021 (this "Amendment"), is among Henry Schein, Inc., a Delaware corporation (the "Company"), NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), a Delaware limited liability company ("New York Life"), as purchaser, and the other financial institution and other entities party hereto that constitute each of the holders of the Notes outstanding as of the date hereof (the "Holders").

W I T N E S S E T H

WHEREAS, reference is made to that certain $300,000,000 Second Amended and Restated Master Note Facility, dated as of June 29, 2018, by and among the Company, New York Life and each Holder party thereto (as amended by that certain First Amendment, dated as of June 23, 2020 (the "First Amendment"), and as may be further amended, restated, modified or supplemented from time to time, the "Note Facility");

WHEREAS, the Company has requested that the Note Facility be amended by this Amendment in order to, among other things, effect certain changes to the covenant set forth in Section 10.1 of the Note Facility;

WHEREAS, the Company, New York Life and the Holders are willing to enter into such amendments subject and pursuant to the terms and conditions of this Amendment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Note Facility.

SECTION 2. Amendments to the Note Facility. Effective as of the Second Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) Subsection 7.2(a) of the Note Facility is hereby amended and restated in its entirety as follows:

"(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, (i) certifying that to the best of his knowledge (A) 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, (B) the Company is in compliance with the requirements of subsections 10.1 (including reasonably detailed calculations), 10.2(p), 10.3(a), 10.3(b)(viii) and 10.5(g) (and including with respect to each such subsection, if requested, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such subsections, and the calculation of

the amount, ratio or percentage then in existence), (C) whether any Subsidiary that is not a Guarantor has executed any Guaranty with respect to any Principal Debt Facility during the relevant period, and (D) 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) and (ii) setting forth a reconciliation of the treatment of leases which are or would be deemed by GAAP as in effect on the date hereof to be treated as operating leases, in form and substance reasonably satisfactory to the Required Holders;"

(b) Subsection 10.1 of the Note Facility is hereby amended and restated in its entirety as follows:

"**10.1 Consolidated Leverage Ratio.** Company will not permit the Consolidated Leverage Ratio to exceed 3.25 to 1.00 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; provided that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding $150,000,000 (each, a "**Material Acquisition**"), the Company may elect, upon written notice to New York Life and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.1 to 3.75 to 1.00 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a "**Four Quarter Period**") (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% per annum during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.00 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each, a "**Covenant Reset Date**") (such increase, the "**Acquisition Spike**"); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.00 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Original Restatement Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.00 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 that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period. If an interest payment on any Notes is due after the last day of any fiscal quarter of the Company, but before the Consolidated Leverage Ratio as of such last day has been calculated, then the Company shall pay an amount calculated as if the interest rate in effect on such last day had continued thereafter. If such calculation shows that there was a change in the interest rate on the Notes effective as of the first day following such last day, then the amount of interest payable by the Company on the next

succeeding interest payment date in respect of such Notes shall be increased or decreased, as applicable, to the extent necessary to reflect the interest rate that should have been taken into account as of such first following day."

(c) Section 10 of the Note Facility is hereby amended by deleting Subsection 10.12.

(d) Schedule A of the Note Facility is hereby amended by deleting the following definitions in alphabetical order: "**Additional Interest**," "**Consolidated Net Debt**," "**Consolidated Net Leverage Ratio**," "**Cost Savings**," "**Designated Charges**," "**Leverage Spike**," "**Leverage Spike Period**," "**Pro Forma Cost Savings**," "**Restricted Payment**," "**Restructuring Expenses**," and "**Unrestricted Cash**."

(e) The definition of "**Consolidated EBITDA**" in Schedule A of the Note Facility is hereby amended and restated in its entirety as follows:

"**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, (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries, (f) all non-recurring, unusual or extraordinary charges, costs and expenses, and (g) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (g) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, 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 31, 2016.

(f) Exhibits A-1, A-2, A-3, A-4, and A-5 of the Note Facility are hereby amended to delete the reference to "Additional Interest" therein, and to insert in lieu thereof "Acquisition Spike".

SECTION 3. Amendment and Restatement of Existing Notes. Subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Series A Notes, the Series B Notes, the Series C Notes and the Series D Notes, in each case, as amended by the First Amendment, and the Series E Notes (collectively, the "Existing Notes") are hereby, automatically and without any further action, amended and restated in their entirety to delete the reference to "Additional Interest" therein and to reflect in lieu thereof "Acquisition Spike". The parties hereto hereby acknowledge and agree that the amendments to the Existing Notes set forth herein could have been effected through an agreement or instrument of amendment, and for convenience, the parties hereto have agreed to restate the terms and provisions of the Existing Notes, as amended hereby, pursuant to this Section 3. At the request of any Holder, the Company shall execute and deliver a new Note or Notes in the form of the relevant Exhibit (as amended by this Amendment) to the Note Facility, in exchange for, and in replacement of, each Holder's Existing Note, within five Business Days of such request, registered in the name of such Holder, in the aggregate outstanding principal amount of such Existing Note and dated as of the last interest payment date of such Existing Note. Any Notes issued on or after the Second

Amendment Effective Date shall be in the form of the relevant Exhibit to the Note Facility, as amended by this Amendment. The parties hereto specifically agree and confirm that the transactions effected hereby and by the Existing Notes shall in no way evidence a new debt of the Company or a novation of the Existing Notes, but rather that all outstanding debt of the Company in respect of the Existing Notes is continued in full force and effect on the terms and conditions set forth in the Note Facility and the Existing Notes (in each case as modified by this Amendment). All outstanding amounts owing by the Company in respect of the Existing Notes shall continue to be owing under the Note Facility and the Existing Notes (without any further action required on the part of any Person), and shall be payable in accordance with the Note Facility and the Existing Notes (in each case as modified by this Amendment).

SECTION 4. Representations and Warranties. To induce New York Life and the Holders to enter into this Amendment, the Company hereby represents and warrants to New York Life and the Holders that, both before (except with respect to Section 4(c) below) and after giving effect to this Amendment:

(a) Each of the Company and its Subsidiaries (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) 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, (iii) 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 (iv) 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 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.

(b) The execution, delivery and performance by the Company of this Amendment (i) are within the Company's requisite corporate or other applicable power and authority; (ii) have been duly authorized by all necessary corporate action; (iii) will not violate any Requirement of Law or Contractual Obligation of the Company or any if its Subsidiaries, except for such violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; (iv) 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; and (v) will not require any consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person with respect to the Company or any of its Restricted Subsidiaries 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;

(c) This Amendment has been duly executed and delivered on behalf of the Company. This Amendment constitutes and, upon execution and delivery thereof, will

constitute, a legal, valid and binding obligation of the Company, enforceable against the Company 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;

(d) After giving effect to this Amendment, the representations and warranties contained in the Note Facility (except with respect to Section 5.6, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K, in each case, most recently filed with the Securities and Exchange Commission) and the other Note Documents are true and correct in all material respects as of the Second Amendment Effective Date 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 of such earlier date;

(e) This Amendment and the documents, certificates or other writings delivered to the Holders by or on behalf of the Company in connection with the amendments set forth herein, 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. 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 other documents, certificates or other writings delivered to the Holders by or on behalf of the Company in connection with the amendments set forth herein;

(f) No event has occurred and no condition exists that, either before or after giving effect to this Amendment, constitutes or would constitute a Default or an Event of Default; and

(g) 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 Amendment.

(h) The Company has not paid, nor has it agreed to pay, any fees or other compensation in connection with the amendments described in Section 5(b) and (c) below.

SECTION 5. Conditions to Effectiveness. The amendments set forth in Section 2 of this amendment and the amendment and restatement of the Existing Notes set forth in Section 3 of this Amendment shall become effective on the date on which the following conditions precedent have been satisfied or waived (the first date on which such conditions shall have been so satisfied or waived, the "Second Amendment Effective Date"):

(a) The Company, New York Life and the Holders shall have executed and delivered a counterpart of this Amendment.

(b) The Holders shall have received a fully executed copy of an amendment agreement to the MetLife Note Agreement, dated as of the date hereof (the "MetLife Amendment"), by and among the Company, Metropolitan Life Insurance Company and MetLife Investment Advisors Company, LLC and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders.

(c) The Holders shall have received a fully executed copy of an amendment agreement to the Prudential Shelf Agreement, dated as of the date hereof (the "Prudential Amendment"), by and among the Company, PGIM, Inc., The Prudential Insurance Company of America and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders.

(d) The 364-Day Credit Facility shall have been terminated, and the Company shall have provided evidence thereof in form and substance satisfactory to the Required Holders.

(e) Each of the representations and warranties set forth in Section 4 above shall be true and correct as of the date of the execution and delivery of this Amendment and as of the Second Amendment Effective 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).

(f) No Default or Event of Default shall have occurred and be continuing on and as of the Second Amendment Effective Date or immediately after giving effect to this Amendment.

(g) The Company shall have paid the reasonable fees and disbursements of the Holders' special counsel in accordance with Section 7 below.

SECTION 6. Effects on Note Facility. This Amendment shall be construed in connection with and as a part of the Note Facility and, except as specifically amended herein, the Note Facility shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Note Facility without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context otherwise requires.

SECTION 7. Expenses. Without prejudice to the provisions of Section 15 (*Expenses, Etc.*) of the Note Facility, whether or not the amendments set forth herein become effective, the Company agrees to pay or reimburse New York Life and the Holders for all of their reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of this Amendment 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 reasonble and documented fees and disbursements of King & Spalding LLP, counsel to New York Life and the Holders.

SECTION 8. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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. EACH PARTY HERETO HEREBY AGREES AS SET FORTH FURTHER IN SECTION 22.8 OF THE NOTE FACILITY AS IF SUCH SECTION WAS SET FORTH IN FULL HEREIN.

SECTION 9. No Novation. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Note Facility or an accord and satisfaction in regard thereto

SECTION 10. Note Document. This Amendment shall constitute a "Note Document" for all purposes of the Note Facility and the other Note Documents.

SECTION 11. Amendments; Execution in Counterparts; Electronic Execution. This Amendment shall not constitute an amendment of any other provision of the Note Facility not referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Company that would require a waiver or consent of the Holders or New York Life. Except as expressly amended hereby, the provisions of the Note Facility are and shall remain in full force and effect. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including by means of facsimile or electronic transmission, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Delivery of an executed counterpart of a signature page of this Amendment by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an "Electronic Signature"), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require New York Life to accept Electronic Signatures in any form or format without their prior written consent. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the New York Life, the Company and the other parties hereto, electronic images of this Amendment or any other Note Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or

enforceability of this Amendment or any of the other Note Documents based solely on the lack of paper original copies of this Amendment or any other Note Documents, including with respect to any signature pages hereto or thereto.

SECTION 12. Successors and Assigns. All covenants and other agreements contained in this Amendment 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 13. Severability. Any provision of this Amendment 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.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

HENRY SCHEIN, INC.,
as the Company

by
/s/ Michael Amodio
Name:Michael Amodio
Title:Vice President and Treasurer

[Signature Page to Second Amendment to Second A&R Master Facility Note (New York Life)]

NYL INVESTORS LLC
(as successor in interest to New York Life Investment Management LLC)

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Corporate Vice President

NEW YORK LIFE INSURANCE COMPANY

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Corporate Vice President

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 3)

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 3-2)

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30D)

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION INSTITUTIONALLY OWNED LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30E)

By: NYL Investors LLC, its Investment Manager

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Managing Director

THE BANK OF NEW YORK MELLON, SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED AS OF JULY 1ST, 2015 BETWEEN NEW YORK LIFE INSURANCE COMPANY, AS GRANTOR, JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), AS BENEFICIARY, JOHN HANCOCK LIFE INSURANCE COMPANY OF NEW YORK, AS BENEFICIARY, AND THE BANK OF NEW YORK MELLON, AS TRUSTEE

by
/s/ Christopher Carey
Name: Christopher Carey
Title: Corporate Vice President

Exhibit 4.3

Execution Version

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY MASTER NOTE PURCHASE AGREEMENT

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY MASTER NOTE PURCHASE AGREEMENT, dated as of March 5, 2021 (this "Amendment"), is among Henry Schein, Inc., a Delaware corporation (the "Company"), Metropolitan Life Insurance Company and MetLife Investment Management, LLC (formerly known as MetLife Investment Advisors Company, LLC and MetLife Investment Advisors, LLC) (together, "MetLife"), and each of the holders of the Existing Notes (as defined below) (together, the "Holders").

W I T N E S S E T H

WHEREAS, reference is made to that certain $200,000,000 Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018, by and among the Company, MetLife and each Holder party thereto (as amended by that certain First Amendment to Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 23, 2020, and as may be further amended, restated, modified or supplemented from time to time, the "Note Facility") pursuant to which the Company issued and sold to the Holders its (a) 3.42% Series 2017-A Senior Notes due June 16, 2027 in the original aggregate principal amount of $50,000,000, (b) 3.32% Series 2018-A Senior Notes due January 2, 2028 in the original aggregate principal amount of $50,000,000 and (c) 2.35% Series 2020-A Senior Notes due September 2, 2030 in the original aggregate principal amount of $50,000,000; and

WHEREAS, the Company has requested, and MetLife and the Holders have agreed, to amend certain terms and conditions of the Note Facility, subject and pursuant to the terms and conditions of this Amendment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Note Facility.

SECTION 2. Amendments to the Note Facility. Effective as of the Second Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) Subsection 7.2(a) of the Note Facility is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — (i) the information required in order to establish whether the Company was in compliance with the requirements of Section 10.9 (including reasonably detailed calculations), (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) and (b)(vi) 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, if requested, 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 (iii) a reconciliation of the treatment of leases which are or would be deemed by GAAP as in effect on the date hereof to be treated as operating leases, in form and substance reasonably satisfactory to the Required Holders; and

(b) Subsection 10.9 of the Note Facility is hereby amended and restated in its entirety as follows:

10.9. Leverage Ratio. The Company will not permit the Consolidated Leverage Ratio to exceed 3.25 to 1.00 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; provided, that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding $150,000,000 (each, a "**Material Acquisition**"), the Company may elect, upon written notice to MetLife and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.9 to 3.75 to 1.00 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a "**Four Quarter Period**") (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% per annum during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.00 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each a "**Covenant Reset Date**") (such increase, the "**Acquisition Spike**"); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.00 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Original Closing Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.00 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 that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period. If an interest payment on any Notes is due after the last day of any fiscal quarter of the Company, but before the Consolidated Leverage Ratio as of such last day has been calculated, then the Company shall pay an amount calculated as if the interest rate in effect on such last day had continued thereafter. If such calculation shows that there was a change in the interest rate on the Notes effective as of the first day following such last day, then the amount of interest payable by the Company on the next succeeding interest payment date in respect of such Notes shall be increased or decreased, as applicable, to the extent necessary to reflect the interest rate that should have been taken into account as of such first following day.

(c) Section 10 of the Note Facility is hereby amended by deleting Subsection 10.11.

(d) Schedule B of the Note Facility is hereby amended by:

(i) amending and restating the definition of "Additional Interest" to read in its entirety as follows:

"**Additional Interest**" means the Acquisition Spike.

(ii) deleting the following definitions: "**Cash Equivalents**," "**Cost Savings**," "**Consolidated Net Debt**," "**Consolidated Net Leverage Ratio**," "**Designated Charges**," "**Leverage Spike**," "**Leverage Spike Period**," "**Moody's**," "**Pro Forma Cost Savings**," "**Restricted Payment**," "**Restructuring Expenses**," "**S&P**", and "**Unrestricted Cash**."

(e) The definition of "**Consolidated EBITDA**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**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, (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries, (f) all non-recurring, unusual or extraordinary charges, costs and expenses, and (g) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (g) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, 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 31, 2016.

SECTION 3. Representations and Warranties. To induce MetLife and the Holders to enter into this Amendment, the Company hereby represents and warrants to MetLife and the Holders that, both before (except with respect to Section 3(f) below) and after giving effect to this Amendment:

(a) 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 Amendment and to perform the provisions hereof and thereof.

(b) This Amendment has been duly authorized by all necessary corporate action on the part of the Company, and this Amendment constitutes 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).

(c) This Amendment and the documents, certificates or other writings delivered to the Holders by or on behalf of the Company in connection with the amendments set forth herein, 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. 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 other documents, certificates or other writings delivered to the Holders by or on behalf of the Company in connection with the amendments set forth herein.

(d) No event has occurred and no condition exists that, either before or after giving effect to this Amendment, constitutes or would constitute a Default or an Event of Default.

(e) 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 Amendment.

(f) the representations and warranties contained in the Note Facility (except with respect to Section 5.8, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K, in each case, most recently filed with the Securities and Exchange Commission) and the other Financing Documents are true and correct in all material respects as of the Second Amendment Effective Date 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 of such earlier date.

(g) The Company has not paid, nor has it agreed to pay, any fees or other compensation in connection with the amendments described in Section 4(b) and (c) below.

SECTION 4. Conditions to Effectiveness. The amendments set forth in Section 2 shall become effective on the first date on which the following conditions precedent have been satisfied or waived (the first date on which such conditions shall have been so satisfied or waived, the "Second Amendment Effective Date"):

(a) the Company, MetLife and the Holders shall have executed and delivered a counterpart of this Amendment;

(b) MetLife and the Holders shall have received a fully executed copy of an amendment agreement to the New York Life Master Note Facility, dated as of the date hereof (the "New York Life Amendment"), by and among the Company, NYL Investors LLC and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders;

(c) MetLife and the Holders shall have received a fully executed copy of an amendment agreement to the Prudential Shelf Agreement, dated as of the date hereof (the "Prudential Amendment"), by and among the Company, PGIM, Inc., The Prudential Insurance Company of America and the other holders of notes party thereto, in form and substance satisfactory to the Required Holders;

(d) the 364-Day Facility shall have been terminated, and the Company shall have provided evidence thereof in form and substance satisfactory to the Required Holders;

(e) each of the representations and warranties set forth in Section 3 above shall be true and correct as of the date of the execution and delivery of this Amendment and as of the Second Amendment Effective Date as if made on and as of such date (or if any representation and warranty is expressly stated to have been made as of a specific date, as of such specific date).

(f) no Default or Event of Default shall have occurred and be continuing on and as of the Second Amendment Effective Date or immediately after giving effect to this Amendment; and

(g) the Company shall have paid the reasonable fees and disbursements of the Holders' special counsel in accordance with Section 6 below.

SECTION 5. Effects on Note Facility. This Amendment shall be construed in connection with and as a part of the Note Facility and, except as specifically amended herein, the Note Facility shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Note Facility without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context otherwise requires.

SECTION 6. Expenses. Without prejudice to the provisions of Section 15 (*Expenses, Etc.*) of the Note Facility, whether or not the amendments set forth herein become effective, the Company agrees to pay or reimburse MetLife and the Holders for all of their reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of this Amendment 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 reasonble and documented fees and disbursements of Morgan, Lewis & Bockius LLP, counsel to MetLife and the Holders.

SECTION 7. GOVERNING LAW; JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL. THIS AMENDMENT 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. EACH PARTY HERETO HEREBY AGREES AS SET FORTH FURTHER IN SECTION 22.8 OF THE NOTE FACILITY AS IF SUCH SECTION WAS SET FORTH IN FULL HEREIN.

SECTION 8. No Novation. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Note Facility or an accord and satisfaction in regard thereto.

SECTION 9. Financing Document. This Amendment shall constitute a "Financing Document" for all purposes of the Note Facility and the other Financing Documents.

SECTION 10. Amendments; Execution in Counterparts; Electronic Execution.

(a) This Amendment shall not constitute an amendment of any other provision of the Note Facility not referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Company that would require a waiver or consent of the Holders or MetLife. Except as expressly amended hereby, the provisions of the Note Facility are and shall remain in full force and effect.

(b) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including by means of facsimile or electronic transmission, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(c) Delivery of an executed counterpart of a signature page of this Amendment by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an "Electronic Signature"), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require MetLife or the Holders to accept Electronic Signatures in any form or format without their prior written consent. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the MetLife, the Company and the other parties hereto, electronic images of this Amendment or any other Financing Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of this Amendment or any of the other Financing Documents based solely on the lack of paper original copies of this Amendment or any other Financing Documents, including with respect to any signature pages hereto or thereto.

SECTION 11. Successors and Assigns. All covenants and other agreements contained in this Amendment 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 12. Severability. Any provision of this Amendment 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.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

HENRY SCHEIN, INC., as the Company

by

/s/ Michael Amodio

Name: Michael Amodio
Title: Vice President and Treasurer

[Signature Page to Second Amendment to Second A&R Multicurrency Master Note Purchase Agreement (MetLife)]

METLIFE INVESTMENT MANAGEMENT, LLC

by
/s/ John Wills
Name: John Wills
Title: Authorized Signatory

METROPOLITAN LIFE INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

METLIFE INSURANCE K.K.
By: MetLife Investment Management, LLC, Its Investment Manager

METLIFE REINSURANCE COMPANY OF CHARLESTON
By: MetLife Investment Management, LLC, Its Investment Manager

FARMERS NEW WORLD LIFE INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

ZURICH AMERICAN INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

PENSION AND SAVINGS COMMITTEE, ON BEHALF OF THE ZURICH AMERICAN INSURANCE COMPANY MASTER RETIREMENT TRUST
By: MetLife Investment Management, LLC, Its Investment Manager

ZURICH INSURANCE COMPANY LTD, BERMUDA BRANCH
By: MetLife Investment Management, LLC, Its Investment Manager

TRANSATLANTIC REINSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

BRIGHTHOUSE LIFE INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

BRIGHTHOUSE REINSURANCE COMPANY OF DELAWARE
By: MetLife Investment Management, LLC, Its Investment Manager

AMERICAN FIDELITY ASSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

RSUI Indemnity Company
By: MetLife Investment Management, LLC, Its Investment Manager

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

ECONOMY FIRE & CASUALTY COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

SYMETRA LIFE INSURANCE COMPANY
By: MetLife Investment Management, LLC, Its Investment Manager

by
/s/ John Wills
Name: John Wills
Title: Authorized Signatory

SWISS REINSURANCE COMPANY LIMITED
By: MetLife Investment Management Limited, Its Investment Manager

by
/s/ Annette Bannister
Name: Annette Bannister
Title: Authorized Signatory

FORM OF OPTION AGREEMENT
PURSUANT TO
THE HENRY SCHEIN, INC. 2020 STOCK INCENTIVE PLAN
(AS AMENDED AND RESTATED EFFECTIVE AS OF MAY 21, 2020)

THIS AGREEMENT (the "Agreement") is made as of [Grant Date] (the "Grant Date"), by and between Henry Schein, Inc. (the "Company") and [Participant Name] (the "Participant"). Additional country-specific terms and conditions that govern the grant made hereunder are attached hereto on Annex 1, which terms and conditions are incorporated by reference herein and made a part of the Agreement.

Preliminary Statement

The Committee, pursuant to the Henry Schein, Inc. 2020 Stock Incentive Plan (as amended and restated effective as of May 21, 2020) (a copy of which is on file with the Company's Corporate Human Resources Department and is available for Participant to review upon request at reasonable intervals as determined by the Company) (the "Plan"), has authorized the grant to the Participant, as a Key Employee of the Company or a Subsidiary, of a nonqualified stock option (the "Option") to purchase the number of shares of the Company's Common Stock, par value $0.01 per share, set forth below. The parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of the Option. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Plan.

Accordingly, the parties hereto agree as follows:

A. **Tax Matters.** No part of the Option granted hereby is intended to qualify as an "incentive stock option" under Section 422 of the Code.

B. **Grant of Option.** Subject in all respects to the Plan and the terms and conditions set forth herein, the Participant is hereby granted the Option to purchase from the Company up to [•] shares of Common Stock (the "Shares"), at a price per Share of $[•] (the "Option Price"). Subject to the terms and conditions hereof, the Option may be exercised by the Participant, in whole or in part, at any time or from time to time during the period commencing on the applicable anniversary date (as provided in Section E below) and ending on the expiration of the Option as provided herein.

C. **Restriction on Transfer.** The Option granted hereby is not transferable otherwise than by will or under the applicable laws of descent and distribution and during the lifetime of the Participant may be exercised only by the Participant or his or her guardian or legal representative. In addition, the Option shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the Option shall not be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, negotiate, pledge or hypothecate the Option, or in the event of any levy upon the Option by reason of any execution, attachment or similar process contrary to the provisions hereof, the Option shall immediately become null and void.

D. **Term of Option.** Unless terminated earlier as provided below or otherwise pursuant to the Plan, the Option shall expire on the tenth anniversary of the Grant Date.

E. **Exercise of Option.**

1. No part of the Option may be exercised unless and until it has become vested. One-third (1/3) of the Option granted hereunder shall automatically and immediately vest on each of the first, second and third anniversaries of the Grant Date, provided that, subject to Section F hereof, the Participant has not had a Termination of Employment at any time prior to the applicable anniversary date.

2. The Option may be exercised by the Participant by delivering notice to the Committee of the election to exercise the Option and of the number of Shares with respect to which the Option is being exercised, which notice shall be accompanied by payment in full for the Shares. Payment for such Shares may be made as follows:

(a) in cash or by certified check, bank draft or money order payable to the order of the Company;

(b) if so permitted by the Committee through the delivery of unencumbered Shares (including Shares acquired upon the Option then being exercised); or

(c) on such terms and conditions as may be acceptable to the Committee and in accordance with applicable law.

3. As soon as practicable following receipt of payment and satisfaction of the requirements, if any, as to withholding of taxes set forth in the Plan, the Company shall cause to be issued in the name of the Participant the Shares then purchased (as evidenced by the appropriate entry on the books of the Company or a duly authorized transfer agent of the Company).

4. The exercise of the Option after Termination of Employment shall be subject to satisfaction of the conditions precedent that the Participant neither take other employment or render services to (a) companies that are competitors of the Company or any of its Subsidiaries, or (b) companies that are competitors of the Company or any of its Subsidiaries so that the Participant's employment with such company could be prejudicial to the Company or any of its Subsidiaries or in conflict with the interests of the Company or any of its Subsidiaries, without the express prior written consent of the Company, nor conduct himself or herself in a manner adversely affecting the Company or any of its Subsidiaries, including but not limited to making false, misleading or negative statements, either orally or in writing, about the Company or any of its Subsidiaries. If the Participant exercises his or her Option and the Company determines that the Participant subsequently (within a year following Termination of Employment) engages in conduct which would have been subject to this provision had it taken place prior to exercise of the Option, then the Participant hereby agrees to immediately return to the Company any financial benefit he or she received from the Option upon request of the Company.

5. Upon a Change of Control, the Option shall immediately become vested, unless two-thirds of members of the Incumbent Board (as defined in the Plan) has approved the change of control provision, in which event, there shall be no accelerated vesting of the Option.

F. **Termination of Employment**.

1. Death or Disability. Subject to Section E hereof, upon Termination of Employment by reason of death or Disability, the Option shall become 100% vested and (to the extent then not exercised by the Participant prior to such Termination of Employment) shall remain exercisable by the Participant (or in the case of the Participant's death, the Participant's estate or the person given authority to exercise such Option by will or operation of law) for a period of one (1) year from the date of Termination of Employment.

2. Termination Without Cause Within Two Years Following a Change of Control. Subject to Section E hereof, upon Termination of Employment by the Company (or a Subsidiary) without Cause occurring within the 2-year period following a Change of Control; provided that no Termination of Employment has occurred prior to such date, unless otherwise provided expressly in a written agreement between the Participant and the Company (or a Subsidiary), the Option shall become 100% vested and (to the extent then not exercised by the Participant prior to such Termination of Employment) shall remain exercisable by the Participant for a period of three (3) months from the date of Termination of Employment. For purposes of this Agreement, "Cause" shall have the meaning set forth in Section 7(b) of the Plan, but shall also include any breach by Participant of any agreement with the Company or any of its Subsidiaries. For purposes of this Agreement, a "Change of Control" shall mean the occurrence of a Change of Control (as defined in the Plan).

3. Retirement. Subject to Section E hereof, upon the Participant's Retirement, unless otherwise provided expressly in a written agreement between the Participant and the Company (or a Subsidiary), the Option shall remain outstanding and shall continue to vest and become exercisable following Retirement in accordance with Section E(1) hereof notwithstanding the Participant's Retirement and (to the extent then not exercised by the Participant prior to such Termination of Employment) shall remain exercisable by the Participant for the remainder of the Option term set forth in Section D hereof. For purposes of this Agreement, the Participant shall qualify for "Retirement" if (i) the Participant's age (minimum 55) plus years of service with the Company and its Subsidiaries equal or exceed 70, (ii) the Participant has provided written notice of the Participant's retirement to the Company at least 30 days prior to the date of such retirement, and (iii) no Termination of Employment has occurred prior to the date of such retirement. For purposes of determining the age and service requirement under Section F(3), the Participant's age and years of service shall be determined by the Participant's most recent birthday and employment anniversary, respectively.

4. Cause. Upon a Participant's Termination of Employment for Cause, or by the Participant in violation of a written agreement between the Participant and the Company or any Subsidiary thereof, or if it is discovered that after such Termination of Employment that the Participant is engaged in conduct that would have justified a Termination of Employment for Cause, the entire outstanding Option shall automatically be canceled. In addition, upon any such Termination of Employment the Committee may, in its discretion, require the Participant to promptly pay to the Company (and the Company shall have the right to recover) any gain the Participant realized as a result of the exercise of the Option that occurred within one (1) year prior to such Termination of Employment or the discovery of conduct that would have justified a Termination of Employment for Cause.

5. Other Termination. In the event of Termination of Employment for any reason other than as provided in Sections F(1), F(2), F(3) or F(4), the vested portion of the Option not exercised by the Participant prior to such Termination of Employment shall remain exercisable (to the extent exercisable by such Participant immediately before such termination) for a period of three (3) months from the date of Termination of Employment. Any portion of the Option that is not yet exercisable on the date of Termination of Employment because of vesting provisions or otherwise shall be canceled.

6. Forfeiture; Recoupment.

(a) If, during the twelve-month period following the Participant's Termination of Employment for any reason, the Participant engages in a Competitive Activity (as defined below), the Committee shall have the right, in its sole discretion, to cause the immediate forfeiture of all of the unexercised Options in their entirety, in which case the Participant shall have no further rights or interests with respect to such Options, and the Company shall also have the right to recoup from the Participant, and the Participant shall repay to the Company, within thirty (30) days following demand by the Company, a payment equal to the Fair Market Value of the aggregate Shares received upon exercise of the Option (if any), net of the aggregate exercise price paid by the Participant in cash upon exercise of such Option (if any); provided, that, the Company may require the Participant to satisfy such payment obligations hereunder either by forfeiting and returning to the Company such Shares received upon exercise of the Option or any other Shares, or making a cash payment or any combination of these methods, as determined by the Company in its sole discretion. The Company and its Subsidiaries, in their sole discretion, shall have the right to set off (or cause to be set off) any amounts otherwise due to the Participant from the Company (or the applicable Subsidiary) in satisfaction of such repayment obligation, provided that any such amounts are exempt from, or set off in a manner intended to comply with, the requirements of any applicable law (including, without limitation, Section 409A of the Code).

(b) The Participant hereby acknowledges and agrees that the forfeiture and recoupment conditions set forth in this Sections E and F, in view of the nature of the business in which the Company and its affiliates are engaged, are reasonable in scope and necessary in order to protect the legitimate business interests of the Company and its affiliates, and that any violation thereof would result in irreparable harm to the Company and its affiliates. The Participant also acknowledges and agrees that (i) it is a material inducement and condition to the Company's issuance of the Option that such Participant agrees to be bound by such forfeiture and recoupment conditions and, further, that the amounts required to be forfeited or repaid to the Company pursuant to forfeiture and recoupment conditions set forth above are reasonable, and (ii) nothing in this Agreement or the Plan is intended to preclude the Company (or any affiliate thereof) from seeking any remedies available at law, in equity, under contract to the Company or otherwise, and the Company (or any affiliate thereof) shall have the right to seek any such remedy with respect to the Option, or otherwise.

(c) For purposes of this Agreement, the Participant will be deemed to engage in a "Competitive Activity" if, either directly or indirectly, without the express prior written consent of the Company, the Participant (i) takes other employment with, renders services to, or otherwise engages in any business activities with, companies or other entities that are competitors of the Company or any of its affiliates, (ii) solicits or induces, or in any manner attempts to solicit or induce, any person employed by or otherwise providing services to the Company or any of its affiliates, to terminate such person's employment or service relationship, as the case may be, with the Company or any of its affiliates, (iii) diverts, or attempts to divert, any person or entity from doing business with the Company or any of its affiliates or induces, or attempts to induce, any such person or entity from ceasing to be a customer or other business partner of the Company or any of its affiliates, (iv) violates any agreement between the Participant and the Company or any of its affiliates relating to the non-disclosure of proprietary or confidential information of the Company or any of its affiliates, and/or (v) conducts himself or herself in a manner adversely affecting the Company or any of its affiliates, including, without limitation, making false, misleading or negative statements, either orally or in writing, about the Company or any of its affiliates. The determination as to whether the Participant has engaged in a Competitive Activity shall be made by the Committee in its sole discretion.

(d) This Section F(6)(d) applies solely with respect to Participants who are members of the Company's Executive Management Committee. Notwithstanding anything herein to the contrary, Participant agrees and acknowledges that the Options awarded under this Agreement and the underlying shares shall be subject to the terms and conditions of the Company's Incentive Compensation Recoupment Policy approved by the Board. Notwithstanding the foregoing, Participant agrees that incentive compensation, as defined under of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and such regulations as are promulgated thereunder from time to time ("Dodd-Frank"), payable to Participant under this Agreement shall be subject to any clawback policy adopted or implemented by the Company in respect of Dodd-Frank, or in respect of any other applicable law or regulation.

G. **Rights as a Stockholder.** The Participant shall have no rights as a stockholder with respect to any Shares covered by the Option until the Participant shall have become the holder of record of the Shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such Shares, except as otherwise specifically provided for in this Agreement or the Plan.

H. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. Subject to Section F, if and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.

I. **Amendment**. To the extent applicable, the Board or the Committee may at any time and from time to time amend, in whole or in part, any or all of the provisions of this Agreement to comply with any applicable laws and stock exchange rules and regulations (including, without limitation, Section 409A of the Code and the regulations thereunder) and may also amend, suspend or terminate this Agreement subject to the terms of the Plan. Except as otherwise provided in the Plan, no modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

J. **Notices.** Any notice or communication given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or by regular United States mail or similar foreign mail or post, first class and prepaid, to the appropriate party at the address set forth below (or such other address as the party shall from time to time specify):

If to the Company, to:

Henry Schein, Inc.
135 Duryea Road
Melville, New York 11747
Attention: General Counsel

If to the Participant, to the address on file with the Company.

K. **No Obligation to Continue Employment or Services**. This Agreement is not an agreement of employment, consultancy or directorship. This Agreement does not guarantee that the Company or its Subsidiaries will employ or retain, or continue to employ or retain, the Participant during the entire, or any portion of the, term of this Agreement, including but not limited to any period during which any Option is outstanding, nor does it modify in any respect the Company or its Subsidiaries' right to terminate or modify the Participant's employment, service relationship or compensation.

L. **Dividend Equivalents.** Until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends (except as provided in Section 5(d) of the Plan) or any other rights as a stockholder will exist with respect to the shares of Common Stock subject to the Option, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the shares of Common Stock are issued, except as provided in Section 5(d) of the Plan. No dividend equivalents shall be issued or paid with respect to any Option.

M. **Withholding.** Participant shall pay, or make arrangements to pay, in a manner satisfactory to the Company, an amount equal to the amount of all applicable foreign, federal, state, provincial and local taxes that the Company is required to withhold at any time. In the absence of such arrangements, the Company or one of its Subsidiaries shall have the right to withhold such taxes from the Participant's normal pay or other amounts payable to the Participant. In addition, any statutorily required withholding obligation may be satisfied, in whole or in part, at the Participant's election, in the form and manner prescribed by the Committee, by delivery of shares of Common Stock (including shares issuable under this Agreement).

N. **Legend**. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing Shares issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing Shares acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section.

O. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission and processing by the Company (or any Subsidiary) of any personal data information related to Options awarded under this Agreement, for legitimate business purposes (including, without limitation, the administration of the Plan) out of the Participant's home country and including to countries with less data protection laws than the data protection laws provided by the Participant's home country. This authorization/consent is freely given by the Participant.

P. **Delivery Delay.** The delivery of any certificate representing the Common Stock may be postponed by the Company for such period as may be required for it to comply with any applicable foreign, federal, state or provincial securities law, or any national securities exchange listing

requirements and the Company is not obligated to issue or deliver any securities if, in the opinion of counsel for the Company, the issuance of such Shares shall constitute a violation by the Participant or the Company of any provisions of any applicable foreign, federal, state or provincial law or of any regulations of any governmental authority or any national securities exchange. The Participant acknowledges and understands that the Company intends to meet its delivery obligations in Common Stock with respect to Restricted Stock Units, except as may be prohibited by law or described in this Agreement, the Plan or supplementary materials.

Q. **Miscellaneous**.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

1. This Agreement shall be governed and construed in accordance with the laws of New York (regardless of the law that might otherwise govern under applicable New York principles of conflict of laws).

2. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one contract.

3. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

4. This Agreement and the Plan do not create a joint venture or partnership between the Company and any Subsidiary.

5. Notwithstanding any provisions in this Agreement, this grant of Options shall be subject to any additional country-specific terms and conditions set forth in Annex 1 to the Agreement for the Participant's country to the extent applicable. Moreover, if Participant relocates to one of the countries included in Annex 1, the additional country-specific terms and conditions for such country, if any, will apply to Participant to the extent that the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

R. **ACQUIRED RIGHTS**. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT: (A) THE COMPANY MAY TERMINATE OR AMEND THE PLAN AT ANY TIME; (B) THE AWARD OF OPTIONS MADE UNDER THIS AGREEMENT IS COMPLETELY INDEPENDENT OF ANY OTHER AWARD OR GRANT AND IS MADE AT THE SOLE DISCRETION OF THE COMPANY; AND (C) NO PAST GRANTS OR AWARDS (INCLUDING, WITHOUT LIMITATION, THE OPTIONS AWARDED HEREUNDER) GIVE THE PARTICIPANT ANY RIGHT TO ANY GRANTS OR AWARDS IN THE FUTURE WHATSOEVER.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

HENRY SCHEIN, INC.

Michael S. Ettinger
Senior Vice President, Corporate & Legal Affairs and Chief of Staff

PARTICIPANT

[Electronic Signature]

[Participant Name]

[Acceptance Date]

ANNEX 1

Additional Country Specific Terms and Conditions

for the Option Agreement

This Annex 1 includes additional terms and conditions that govern the Options granted to the Participant under the Plan if the Participant works or resides in, or is otherwise subject to the taxes imposed by, one of the countries listed below. This Annex 1 also includes other information that may impact the Participant's participation in the Plan. Certain capitalized terms used but not defined in this Annex 1 have the meanings set forth in the Plan and/or the Agreement. This Annex 1 forms part of the Agreement and should be read in conjunction with the Agreement and the Plan.

The Participant agrees to sign any additional agreements or undertakings that may be necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Furthermore, the Participant acknowledges that the applicable law of the country in which the Participant is subject to taxes or is residing or working at the time of grant or vesting of the Options or the sale of shares of Common Stock received upon exercise of the Options (including any rules or regulations governing securities, foreign exchange, tax, labor, employment, or other matters) may restrict or prevent the issuance of shares of Common Stock or subject the Participant to additional terms and conditions or procedural or regulatory requirements that the Participant is or will be solely responsible for and must fulfill. Such requirements may be outlined in but are not limited to items listed below in this Annex 1.

If the Participant is a citizen or resident of a country other than the country in which he or she is subject to taxes or is residing and/or working, or if the Participant transfers employment or residency after the Restricted Stock Units are granted to him or her, the information contained in this Annex 1 may not be applicable to the Participant. Tax laws are often complex and outcomes can vary depending on individual circumstances. Accordingly, the Participant is advised to seek appropriate professional advice as to how tax and other relevant laws in the applicable country may apply to his or her situation.

UNITED STATES

The last sentence of Section F(2) of Agreement is hereby deleted in its entirety and replaced with the following:

"For the purposes of this Agreement, a "Change of Control" shall mean the occurrence of a Section 409A Change of Control (as defined in Section S)."

The following shall be added to the Agreement as a new Section S:

"Change of Control Defined. For purposes of this Agreement, a "Section 409A Change of Control" shall be deemed to have occurred upon:

(i) an acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of (A) 50% or more of the then outstanding Shares or (B) 33% or more of the total combined voting power of the then outstanding voting securities of HSI entitled to vote generally in the election of directors (the "Outstanding HSI Voting Securities"); excluding, however, the following: (w) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (x) any acquisition by the Company, (y) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or (z) any acquisition by any corporation pursuant to a reorganization, merger, consolidation or similar corporate transaction (in each case, a "Corporate Transaction"), if, pursuant to such Corporate Transaction, the conditions described in clauses (A), (B) and (C) of paragraph (iii) below are satisfied; or

(ii) within any 12-month period beginning on or after the date of the Agreement, the individuals who constitute the Board immediately before the beginning of such period (the Board as of the date hereof shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided that for purposes of this Subsection any individual who becomes a member of the Board subsequent to the date hereof whose election, or nomination for election by HSI's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who are also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; but, provided further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board; or

(iii) the consummation 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 a 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% or more of the outstanding Shares or Outstanding HSI Voting Securities, as the case may be, will beneficially own, directly or indirectly, 33% 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; or

(iv) the sale or other disposition of all or substantially all of the assets of the Company; excluding, however, such sale or other disposition to a corporation with respect to which, following such sale or other disposition, (x) more than 60% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors will be then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding Common Stock and Outstanding HSI Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the outstanding Common Stock and Outstanding HSI Voting Securities, as the case may be, (y) no Person (other than the Company and any employee benefit plan (or related trust) of the Company or such corporation and any Person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, 33% or more of the outstanding Common Stock or Outstanding HSI Voting Securities, as the case may be) will beneficially own, directly or indirectly, 33% or more of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (z) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of such corporation.

(v) No event set forth herein shall constitute a “Section 409A Change of Control” unless such event also qualifies as a “change in control event” for purposes of Treasury Regulation § 1.409A-3(i)(5). Accordingly, the definition of “Section 409A Change of Control” set forth herein shall be limited, construed and interpreted in accordance with Section 409A and the regulations issued thereunder.”

The following shall be added to the Agreement as a new Section T:

> “Section 409A. This Agreement is subject to Section 16(i) of the Plan, and any provisions in this Agreement providing for the payment of “nonqualified deferred compensation” (as defined in Section 409A of the Code and the Treasury regulations thereunder) to the Participant are intended to comply with, or be exempt from, the requirements of Section 409A of the Code, and this Agreement shall be interpreted in accordance therewith. Neither party individually or in combination may accelerate or defer the timing of the payment of any such nonqualified deferred compensation, except in compliance with Section 409A of the Code and this Agreement, and no amount shall be paid prior to the earliest date on which it is permitted to be paid under Section 409A of the Code and this Agreement. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Participant as a result of Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. A Termination of Employment or Retirement shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A of the Code upon or following a Termination of Employment or Retirement, as applicable, unless such Termination of Employment or Retirement, as applicable, is also a “separation from service” within the meaning of Section 409A of the Code and, for purposes of any such

provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” If the Participant is a “specified employee,” upon his or her “separation from service” (as defined under Section 409A of the Code under such definitions and procedures as established by the Company in accordance with Section 409A of the Code), any portion of a payment, settlement, or other distribution made upon such a “separation from service” that would cause the acceleration of, or an addition to, any taxes pursuant to Section 409A of the Code will not commence or be paid until a date that is six (6) months and one (1) day following the applicable “separation from service.” Any payments, settlements, or other distributions that are delayed pursuant to this Section 18 following the applicable “separation from service” shall be accumulated and paid to the Participant in a lump sum without interest on the first business day immediately following the required delay period. Any amounts payable hereunder that satisfy the short-term deferral exception in Treas. Reg. §1.409A-1(b)(4) shall not be subject to Section 409A of the Code. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the Company’s sole discretion.”

HENRY SCHEIN®

NEWS RELEASE

FOR IMMEDIATE RELEASE

HENRY SCHEIN ANNOUNCES REINSTATEMENT OF SHARE REPURCHASE PROGRAM

MELVILLE, N.Y., March 8, 2021 – Henry Schein, Inc. (Nasdaq: HSIC), the world's largest provider of health care solutions to office-based dental and medical practitioners, announced today that the Company has entered into amendments to its private placement facility agreements, which permit the Company to reinstate its share repurchase program.

"Henry Schein has a long history of increasing shareholder value," said Stanley M. Bergman, Chairman of the Board and Chief Executive Officer of Henry Schein. "Our solid cash flow has enabled us to continue to invest in the business, both through strategic acquisitions and share repurchases, reflecting our commitment to continue to deliver an attractive return on capital."

At fiscal 2020 year-end, Henry Schein had $201 million authorized and available for future stock repurchases.

About Henry Schein, Inc.

Henry Schein, Inc. (Nasdaq: HSIC) is a solutions company for health care professionals powered by a network of people and technology. With more than 19,000 Team Schein Members worldwide, the Company's network of trusted advisors provides more than 1 million customers globally with more than 300 valued solutions that help improve operational success and clinical outcomes. Our Business, Clinical, Technology, and Supply Chain solutions help office-based dental and medical practitioners work more efficiently so they can provide quality care more effectively. These solutions also support dental and medical laboratories, government and institutional health care clinics, as well as other alternate care sites.

Henry Schein operates through a centralized and automated distribution network, with a selection of more than 120,000 branded products and Henry Schein private-brand products in stock, as well as more than 180,000 additional products available as special-order items.

A FORTUNE 500 Company and a member of the S&P 500® index, Henry Schein is headquartered in Melville, N.Y., and has operations or affiliates in 31 countries and territories. The Company's sales reached $10.1 billion in 2020, and have grown at a compound annual rate of approximately 12 percent since Henry Schein became a public company in 1995.

For more information, visit Henry Schein at www.henryschein.com, Facebook.com/HenrySchein, Instagram.com/HenrySchein, and Twitter.com/HenrySchein.

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 include EPS guidance and are generally identified by the use of such terms as "may," "could," "expect," "intend," "believe," "plan," "estimate," "forecast," "project," "anticipate," "to be," "to make" or other comparable terms. A fuller discussion of our operations, financial condition and status of litigation matters, including factors that may affect our business and future prospects, is contained in documents we have filed with the United States Securities and Exchange Commission, or SEC, and will be contained in all subsequent periodic filings we make with the SEC. These documents identify in detail important risk factors that could cause our actual performance to differ materially from current expectations. Forward looking statements include the overall impact of the Novel Coronavirus Disease 2019 (COVID-19) on the Company, its results of operations, liquidity, and financial condition (including any estimates of the impact on these items), the rate and consistency with which dental and other practices resume or maintain normal operations in the United States and internationally, expectations regarding personal protective equipment ("PPE") and COVID-19 related product sales and inventory levels and whether additional resurgences of the virus will adversely impact the resumption of normal operations, the impact of restructuring programs as well as of any future acquisitions, and more generally current expectations regarding performance in current and future periods. Forward looking statements also include the (i) ability of the Company to make additional testing available, the nature of those tests and the number of tests intended to be made available and the timing for availability, the nature of the target market, as well as the efficacy or relative efficacy of the test results given that the test efficacy has not been, or will not have been, independently verified under normal FDA procedures and (ii) potential for the Company to distribute the COVID-19 vaccines and ancillary supplies.

Risk factors and uncertainties that could cause actual results to differ materially from current and historical results include, but are not limited to: risks associated with COVID-19, as well as other disease outbreaks, epidemics, pandemics, or similar wide spread public health concerns and other natural disasters or acts of terrorism; our dependence on third parties for the manufacture and supply of our products; our ability to develop or acquire and maintain and protect new products (particularly technology products) and technologies that achieve market acceptance with acceptable margins; transitional challenges associated with acquisitions, dispositions and joint ventures, including the failure to achieve anticipated synergies/benefits; financial and tax risks associated with acquisitions, dispositions and joint ventures; certain provisions in our governing documents that may discourage third-party acquisitions of us; effects of a highly competitive (including, without limitation, competition from third-party online commerce sites) and consolidating market; the potential repeal or

judicial prohibition on implementation of the Affordable Care Act; changes in the health care industry; risks from expansion of customer purchasing power and multi-tiered costing structures; increases in shipping costs for our products or other service issues with our third-party shippers; general global macro-economic and political conditions, including international trade agreements and potential trade barriers; failure to comply with existing and future regulatory requirements; risks associated with the EU Medical Device Regulation; failure to comply with laws and regulations relating to health care fraud or other laws and regulations; failure to comply with laws and regulations relating to the confidentiality of sensitive personal information or standards in electronic health records or transmissions; changes in tax legislation; litigation risks; new or unanticipated litigation developments and the status of litigation matters; cyberattacks or other privacy or data security breaches; risks associated with our global operations; our dependence on our senior management, as well as employee hiring and retention; and disruptions in financial markets. 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.

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