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): June 22, 2020

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 June 23, 2020, Henry Schein, Inc. (the "Company") amended its (i) Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018, 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, 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 Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018, 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) extend the scheduled facility termination dates to June 23, 2023, (B) temporarily modify the financial covenant from being based on total leverage ratio to net leverage ratio until March 31, 2021, (C) increase the maximum maintenance leverage ratio through March 31, 2021, but with a 1.00% interest rate increase on the outstanding notes if the net leverage ratio exceeds 3.0x, which will remain in effect until the Company delivers financials for a four-quarter period ending on or after June 30, 2021 showing compliance with the total leverage ratio requirement, and (D) make certain other changes conforming to the Revolving Credit Agreement, dated as of April 18, 2017 (as amended by that certain First Amendment, dated as of June 29, 2018, and that certain Second Amendment, dated as of April 17, 2020), by and among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other agents party thereto.

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.

Amendments to Existing Receivables Purchase Agreement

On June 22, 2020, the Company amended its Receivables Purchase Agreement, dated as of April 17, 2013 (as amended by that certain Omnibus Amendment No. 1, dated as of July 22, 2013, that certain Omnibus Amendment No. 2, dated as of April 21, 2014, that certain Amendment No. 1 to Receivables Purchase Agreement, dated as of September 22, 2014, that certain Amendment No. 2 to Receivables Purchase Agreement, dated as of April 14, 2015, that certain Amendment No. 3 to Receivables Purchase Agreement, dated as of June 1, 2016, that certain Amendment No. 4 to Receivables Purchase Agreement, dated as of July 6, 2017, and that certain Amendment No. 5 to Receivables Purchase Agreement, dated as of March 13, 2019), by and among the Company, as servicer, HSFR, Inc., as seller, the existing lender, as agent and the various purchaser groups from time to time party thereto, to, among other things, extend the scheduled facility termination date to June 12, 2023 and adjust certain covenant levels, in particular for the second and third quarters of 2020 (the "Receivables Amendment").

The foregoing description of the Receivables Amendment in this Form 8-K is not complete and is qualified in its entirety by the actual terms of the Receivables Amendment, a copy of which is attached hereto as Exhibit 10.1 and is 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 7.01 Regulation FD Disclosure.

On June 25, 2020, the Company issued a press release announcing the Private Shelf Amendments and the Receivables Amendment.

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.

4.1	First Amendment to Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 23, 2020, by and among the Company, PGIM, Inc. and each Prudential affiliate which becomes party thereto
4.2	First Amendment to Second Amended and Restated Master Note Facility, dated as of June 23, 2020, by and among the Company, NYL Investors LLC and each New York Life affiliate which becomes party thereto
4.3	First Amendment to Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 23, 2020, by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Management, LLC and each MetLife affiliate which becomes party thereto
10.1	Amendment No. 6 dated as of June 22, 2020, to the Receivables Purchase Agreement, dated as of April 17, 2013, by and among the Company, as servicer, HSFR, Inc., as seller, Lender, as agent and the various purchaser groups from time to time party thereto, as amended
Exhibit 99.1	Press Release dated June 25, 2020
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: June 25, 2020

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

Exhibit 4.1

EXECUTION VERSION

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY PRIVATE SHELF AGREEMENT

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY PRIVATE SHELF AGREEMENT, dated as of June 23, 2020 (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, 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, (i) extend the Issuance Period and (ii) 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. Amendment to the Note Facility. Effective as of the First Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) Each reference to $200,000,000 (or the Dollar Equivalent in other Available Currencies)" in the Note Facility is hereby amended and restated in its entirety as follows "$500,000,000 (or the Dollar Equivalent in other Available Currencies)".

(b) Section 2.1 of the Note Facility is hereby amended and restated in its entirety as follows:

"**2.1. Facility.** Prudential is willing to consider, in its sole discretion and within the limits which may be authorized for purchase by Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the "**Facility**". At any time the aggregate principal amount of Shelf Notes in Section 1.4, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement and outstanding at such time, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the "**Available Facility Amount**" at such time. For the purposes of the preceding sentence, all aggregate principal amounts of Shelf Notes and Accepted Notes shall be calculated in Dollars; with respect to any Shelf Notes denominated or Accepted Notes to be denominated in any Available Currency other than Dollars, the Dollar Equivalent of Shelf Notes or Accepted Notes shall be used for such calculation. For the avoidance of doubt, the Available Facility Amount shall be increased by the principal amount of any outstanding Notes which are repaid or prepaid prior to the expiration of the Issuance Period (but in no event shall the Available Facility Amount exceed $500,000,000 at any time). **NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES BY PRUDENTIAL AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASE OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.**"

(c) Subsection 2.2(i) of the Note Facility is hereby amended and restated in its entirety as follows:

"(a) June 23, 2023 (or if such day is not a Business Day, the Business Day next succeeding such day)."

(d) The first sentence of the first paragraph of Section 5 of the Note Facility is hereby amended and restated in its entirety as follows:

"The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that (i) no such supplement to any representation or warranty applicable to any particular Closing Day shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Day or any determination of the falseness or inaccuracy thereof pursuant to Section 11(e), and (ii) no supplement to Section 5.3 as to any particular Closing Day shall be made after the Company makes a Request for Purchase in respect of such Closing Day."

(e) Subsection 5.3 of the Note Facility is hereby amended and restated in its entirety as follows:

"This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.5 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the date of delivery of the applicable Request for Purchase being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.3, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("**EDGAR**"). Notwithstanding the foregoing, for purposes of this Section 5.3, and only from the First Amendment Effective Date until December 31, 2020, the impacts of the existing Coronavirus pandemic on the business, operations or financial condition of the Company and its Subsidiaries taken as a whole that have occurred and were disclosed in writing to Prudential prior to the First Amendment Effective Date will be disregarded."

(f) 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), (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 (iv) with respect to the financial statements delivered pursuant to Section 7.1(b), to the extent the Leverage Spike is accruing as of the date of such certificate, a reasonably detailed calculation of the Consolidated Net Leverage Ratio as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate is delivered; and"

(g) Subsection 10.5(j) of the Note Facility is hereby amended and restated in its entirety as follows:

"(j) judgment and other similar Liens arising in connection with court proceedings in an aggregate amount not in excess of $10,000,000 (except to the extent covered by independent third-party insurance) provided that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;"

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

"**10.9 Consolidated Net Leverage Ratio.**

(a) The Company will not (i) permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending on or before March 31, 2020 to exceed 3.25 to 1.00, (ii) permit the Consolidated Net Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2020 and on or before March 31, 2021 to exceed 3.75 to 1.00 or (iii) subject to Section 10.9(c), permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2021 to exceed 3.25 to 1.00.

(b) If at any time during the Leverage Spike Period, the Consolidated Net Leverage Ratio exceeds, as of the last day of any fiscal quarter of the Company, 3.0 to 1.00, the interest rate applicable to the Notes shall increase by 1.00% per annum for the fiscal quarter next succeeding such fiscal quarter (such increase, a "**Leverage Spike**").

(c) (i) If, after March 31, 2021, 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, to increase the maximum Consolidated Leverage Ratio permitted by Section 10.9(a)(iii) 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); provided, however, that if the Consolidated Leverage Ratio is equal to or less than 3.25 to 1.00 at the end of any fiscal quarter during the Four Quarter Period, it may not exceed 3.25 to 1.00 at the end of any subsequent fiscal quarter (regardless of whether such fiscal quarter falls within the Four Quarter Period) unless and until it can and does make another election under this clause (i). Such notice shall be provided no later than the last Business Day of the fiscal quarter of the Company in which the relevant Material Acquisition is consummated.

(ii) If the Company makes the election provided for in Section 10.9(c)(i), the interest rate applicable to the Notes shall increase by 0.50% per annum above the rate otherwise prevailing for each fiscal quarter of the Company following a fiscal quarter occurring during the Four Quarter Period at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company ending with (and including) such fiscal quarter exceeds 3.25 to 1.00 (such increase, an "**Acquisition Spike**").

(iii) The Company may not make the election provided for in Section 10.9(c)(i) more than three times after the Original Closing Date and may not make such election at any time after the first such election unless there has been at least one fiscal quarter of the Company following a Four Quarter Period at the end of which fiscal quarter the Consolidated Leverage Ratio did not exceed 3.25 to 1.00.

(d) If an interest payment on any Notes is due after the last day of any fiscal quarter of the Company, but before the Consolidated Net Leverage Ratio or the Consolidated Leverage Ratio, as the case may be, 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."

(i) Section 10 of the Note Facility is hereby amended by adding the following new Subsection 10.11 to immediately follow Subsection 10.10 therein:

"**Section 10.11. Restricted Payments.** Until the later of (i) the date of termination of the Leverage Spike Period and (ii) the date that no other Principal Credit Facility has a restriction on the payment of Restricted Payments, the Company will not declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Equity Interests of the Company (any such dividend, payment or setting apart, a "**Restricted Payment**"), whether outstanding on the First Amendment Effective Date or thereafter, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Company or any Subsidiary, except (a) the Company may make Restricted Payments in the form of Equity Interests of the Company and (b) the Company may make Restricted Payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of the Company."

(j) Section 22 of the Note Facility is hereby amended by adding the following new Subsection 22.11 to immediately follow Subsection 22.10 therein:

"**Section 22.11. Divisions**. For all purposes under the Financing Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of Equity Interests at such time."

(k) Schedule B of the Note Facility is hereby amended by adding the following new definitions in alphabetical order:

"**364-Day Credit Facility**" means the $700,000,000 Credit Agreement dated as of April 17, 2020, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, U.S. Bank, National Association, as syndication agent, the lenders party thereto, and T.D. Bank, N.A., ING Bank, N.V., Dublin Branch, MUFG Bank, Ltd., The Bank of New York Mellon and UniCredit Bank, A.G., as co-documentation agents, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Acquisition Spike**" is defined in Section 10.9.

"**Additional Interest**" means, at any time, the sum of the Acquisition Spike (if any) and the Leverage Spike (if any) at such time.

"**Cash Equivalents**" means as of any date, (a) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof having maturities of not more than one year from such date rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's, (b) time deposits and certificates of deposits having maturities of not more than one year from such date and issued by any domestic commercial bank having (i) senior long term unsecured debt rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's and (ii) capital surplus in excess of $100,000,000, (c) commercial paper rated at least A-2 or the equivalent thereof by S&P or P-2 or the equivalent thereof by Moody's and in either case maturing within 120 days from such date and (d) shares of any money market mutual fund rated at least AA- or the equivalent thereof by S&P or at least Aa3 or the equivalent thereof by Moody's.

"**Consolidated Net Debt**" means, at any date of determination, (a) Consolidated Total Debt at such date minus (b) Unrestricted Cash at such date in an aggregate amount not to exceed $250,000,000.

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

"**Cost Savings**" means reductions in salary expenses, benefit expenses and other related expenses of the Company resulting from a reduction in its workforce which are reasonably determined by the Company in good faith.

"**Designated Charges**" means, for any period, subject to the last two sentences of this definition, the sum of (a) to the extent deducted in computing Consolidated Operating Income for such period, the aggregate of total (i) extraordinary, unusual or non-recurring charges and expenses and (ii) Restructuring Expenses plus (b) Pro Forma Cost Savings for such period. The sum of Restructuring Expenses and Pro Forma Cost Savings for any period shall not exceed (1) in the case of any such period ending on or prior to December 31, 2019, 10% of Consolidated EBITDA for such period, (2) in the case of any such period ending after December 31, 2019 and on or prior to March 31, 2021, $100,000,000 and (3) in the case of any such period ending after March 31, 2021, 10% of Consolidated EBITDA for such period; Restructuring Expenses and Pro Forma Cost Savings shall be determined on a consolidated basis in accordance with GAAP and calculated consistently with the Company's calculation thereof in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016. The aggregate amount of Pro Forma Cost Savings for any period of four fiscal quarters ending after March 31, 2020 and on or prior to March 31, 2021 shall not exceed $25,000,000.

"**First Amendment**" means that certain Fist Amendment to Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 23, 2020, among the Company, Prudential and each holder party thereto.

"**First Amendment Effective Date**" has the definition set forth in the First Amendment.

"**Leverage Spike**" is defined in Section 10.9.

"**Leverage Spike Period**" means the period commencing on the First Amendment Effective Date and ending on (and including) the first date on which the Company delivers evidence to the holders of Notes that (i) the Consolidated Leverage Ratio is less than or equal to 3.25 to 1.00 for a period of four consecutive fiscal quarters of the Company ending on or after June 30, 2021 and (ii) no Event of Default has occurred or is continuing on such date.

"**Moodys**" means Moody's Investors Service, Inc., or any successor.

"**Pro Forma Cost Savings**" means (a) in respect of the four quarters of the Company ending on June 30, 2020, the Cost Savings attributable to the fiscal quarter of the Company ending on such date multiplied by three, (b) in respect of the four quarters of the Company ending on September 30, 2020, an amount equal to the Cost Savings attributable to the period of two consecutive fiscal quarters of the Company ending on such date, (c) in respect of the four quarters of the Company ending on December 31, 2020, the Cost Savings attributable to the period of three consecutive fiscal quarters of the Company ending on such date multiplied by one third and (d) at all times thereafter, zero.

"**Restricted Payment**" is defined in Section 10.11.

"**Restructuring Expenses**" means restructuring, consolidation, transaction, integration or other similar charges and expenses.

"**S&P**" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Company, or its successors or assigns.

"**Unrestricted Cash**" means, as at any date of determination, the aggregate amount of cash and Cash Equivalents included in the cash accounts that would be listed on the consolidated balance sheet of the Company and its Subsidiaries, determined on such date 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, to the extent such cash and Cash Equivalents are not (a) subject to a Lien securing any Indebtedness or other obligations or (b) classified as "restricted.

(l) 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) the Designated Charges and (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries in each case for such period and determined on a consolidated basis in accordance with GAAP and, except for Designated Charges consisting of Pro Forma Cost Savings, 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.

(m) The definition of "**Covenant Reset Date**" in Schedule B of the Note Facility is hereby deleted in its entirety.

(n) The definition of "**Existing Credit Facility**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**Existing Credit Facility**" means the $750,000,000 Credit Agreement, dated as of April 18, 2017 (as amended by the First Amendment dated as of June 29, 2018, and as further amended by the Second Amendment dated as of April 17, 2020), among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent, the lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners, as the same may be amended, supplemented, restated or otherwise modified from time to time.

(o) The definition of "**Principal Credit Facility**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**Principal Credit Facility**" means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a "**Credit Agreement**") in respect of which the Company or any Subsidiary is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Company or any Subsidiary in an aggregate principal amount equal to or in excess of $200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the 364-Day Credit Facility, the Existing Note Agreement, the New York Life Shelf Agreement and the MetLife Shelf Agreement is a Principal Credit Facility.

(p) 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 "Acquisition Spike" therein, and to insert in lieu thereof "Additional Interest".

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 "Acquisition Spike" therein and to reflect in lieu thereof "Additional Interest". 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 First 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) 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 First 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 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.

(f) 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), (c) and (d) of Section 5 below, apart from an amendment fee equal to .10% of the principal amount of notes outstanding (i) under the MetLife Shelf Agreement in connection with the MetLife Amendment (as hereinafter defined), and (ii) under the New York Life Shelf Agreement in connection with the New York Life Amendment (as hereinafter defined).

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 "First 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 Existing Credit Facility, dated as of April 17, 2020, by and among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders 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 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.

(d) 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.

(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 has been satisfied as of the First 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 First 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 First Amendment Effective Date or immediately after giving effect to this Amendment.

(h) Prudential and the Holders shall have received a certificate from the Secretary of the Company, in form and substance satisfactory to the Holders, dated as of the date hereof (i) attaching and certifying as to copies of corporate resolutions of the Company relating to the authorization, execution and delivery, as applicable, of this Amendment and any other documents to be entered into in connection herewith, (ii) attaching and certifying as to copies of its organizational documents as then in effect and (iii) certifying as to the signatures and incumbency of relevant officers of the Company executing this Amendment and any other documents to be entered into in connection herewith.

(i) Prudential and the Holders shall have received a good standing certificate for the Company from the Secretary of State of Delaware, dated as of a recent date, and such other evidence of the status of the Company as Prudential and the Holders may reasonably request.

(j) Each Holder shall have received payment of an amendment fee of 10 basis points (0.10%) of the principal amount of the Notes held by such Holder outstanding on the date hereof.

(k) 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 Amodio
Name: Michael Amodio
Title: Vice President and Treasurer

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

PGIM, Inc.

by
/s/ Eric Seward
Name: Eric Seward
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

by
/s/ Eric Seward
Name: Eric Seward
Title: 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/ Eric Seward
Name: Eric Seward
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Eric Seward
Name: Eric Seward
Title: Vice President

PRUDENTIAL ARIZONA REINSURANCE UNIVERSAL COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
Title: Vice President

PRUDENTIAL ARIZONA REINSURANCE TERM COMPANY

By: PGIM, Inc., as investment manager

by
/s/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
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/ Eric Seward
Name: Eric Seward
Title: Vice President

Exhibit 4.2

EXECUTION VERSION

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER NOTE FACILITY

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER NOTE FACILITY, dated as of June 23, 2020 (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, 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, (i) extend the Issuance Period and (ii) 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. Amendment to the Note Facility. Effective as of the First Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) Subsection 2.2(a) of the Note Facility is hereby amended and restated in its entirety as follows:

"(a) June 23, 2023 (or if such day is not a Business Day, the Business Day next succeeding such day);"

(b) The first sentence of the first paragraph of Section 5 of the Note Facility is hereby amended and restated in its entirety as follows:

"The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that (i) no such supplement to any representation or warranty applicable to any particular Closing Date shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Date or any determination of the falseness or inaccuracy thereof pursuant to Section 11(b), and (ii) no supplement to Section 5.2 as to any particular Closing Date shall be made after the Company makes a Request for Purchase in respect of such Closing Date."

(c) Subsection 5.2 of the Note Facility is hereby amended and restated in its entirety as follows:

"This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.1 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the date of delivery of the applicable Request for Purchase being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.2, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("**EDGAR**"). Notwithstanding the foregoing, for purposes of this Section 5.2, and only from the First Amendment Effective Date until December 31, 2020, the impacts of the existing Coronavirus pandemic on the business, operations or financial condition of the Company and its Subsidiaries taken as a whole that have occurred and were disclosed in writing to New York Life prior to the First Amendment Effective Date will be disregarded."

(d) 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), (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 and (iii) with respect to the financial statements delivered pursuant to Section 7.1(b), to the extent the Leverage Spike is accruing as of the date of such certificate, a reasonably detailed calculation of the Consolidated Net Leverage Ratio as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate is delivered;"

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

"**10.1 Consolidated Net Leverage Ratio.**

(a) The Company will not (i) permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending on or before March 31, 2020, to exceed 3.25 to 1.0, (ii) permit the Consolidated Net Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2020 and on or before March 31, 2021 to exceed 3.75 to 1.0 or (iii) subject to Section 10.1(c), permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2021 to exceed 3.25 to 1.0.

(b) If at any time during the Leverage Spike Period, the Consolidated Net Leverage Ratio exceeds, as of the last day of any fiscal quarter of the Company, 3.00 to 1.0, the interest rate applicable to the Notes shall increase by 1.00% per annum for the fiscal quarter next succeeding such fiscal quarter (such increase, a "**Leverage Spike**").

(c) (i) If, after March 31, 2021, 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, to increase the maximum Consolidated Leverage Ratio permitted by Section 10.1(a)(iii) to 3.75 to 1.0 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); provided, however, that if the Consolidated Leverage Ratio is equal to or less than 3.25 to 1.0 at the end of any fiscal quarter during the Four Quarter Period, it may not exceed 3.25 to 1.0 at the end of any subsequent fiscal quarter (regardless of whether such fiscal quarter falls within the Four Quarter Period) unless and until it can and does make another election under this clause (i). Such notice shall be provided no later than the last Business Day of the fiscal quarter of the Company in which the relevant Material Acquisition is consummated.

(ii) If the Company makes the election provided for in Section 10.1(c)(i), the interest rate applicable to the Notes shall increase by 0.50% per annum above the rate otherwise prevailing for each fiscal quarter of the Company following a fiscal quarter occurring during the Four Quarter Period at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company ending with (and including) such fiscal quarter exceeds 3.25 to 1.0 (such increase, an "**Acquisition Spike**").

(iii) The Company may not make the election provided for in Section 10.1(c)(i) more than three times after the Original Closing Date and may not make such election at any time after the first such election unless there has been at least one fiscal quarter of the Company following a Four Quarter Period at the end of which fiscal quarter the Consolidated Leverage Ratio did not exceed 3.25 to 1.0.

(d) If an interest payment on any Notes is due after the last day of any fiscal quarter of the Company, but before the Consolidated Net Leverage Ratio or the Consolidated Leverage Ratio, as the case may be, 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."

(f) Subsection 10.2(j) of the Note Facility is hereby amended and restated in its entirety as follows:

"(j) judgment and other similar Liens arising in connection with court proceedings in an aggregate amount not in excess of $10,000,000 (except to the extent covered by independent third-party insurance) provided that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;"

(g) Section 10 of the Note Facility is hereby amended by adding the following new Subsection 10.12:

"**Section 10.12. Restricted Payments**.

Until the later of (i) the date of termination of the Leverage Spike Period and (ii) the date that no other Principal Credit Facility has a restriction on the payment of Restricted Payments, the Company will not declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Equity Interests of the Company (any such dividend, payment or setting apart, a "**Restricted Payment**"), whether outstanding on the First Amendment Effective Date or thereafter, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Company or any Subsidiary, except (a) the Company may make Restricted Payments in the form of Equity Interests of the Company and (b) the Company may make Restricted Payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of the Company."

(h) Section 22 of the Note Facility is hereby amended by adding the following new Subsection 22.11:

"Section 22.11. Divisions.

For all purposes under the Note Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of Equity Interests at such time."

(i) Schedule A of the Note Facility is hereby amended by adding the following new definitions in alphabetical order:

"**364-Day Credit Facility**" means the $700,000,000 Credit Agreement dated as of April 17, 2020, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, U.S. Bank, National Association, as syndication agent, the lenders party thereto, and T.D. Bank, N.A., ING Bank, N.V., Dublin Branch, MUFG Bank, Ltd., The Bank of New York Mellon and UniCredit Bank, A.G., as co-documentation agents, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Additional Interest**" means, at any time, the sum of the Acquisition Spike (if any) and the Leverage Spike (if any) at such time.

"**Cash Equivalents**" means as of any date, (a) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof having maturities of not more than one year from such date rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's, (b) time deposits and certificates of deposits having maturities of not more than one year from such date and issued by any domestic commercial bank having (i) senior long term unsecured debt rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's and (ii) capital surplus in excess of $100,000,000, (c) commercial paper rated at least A-2 or the equivalent thereof by S&P or P-2 or the equivalent thereof by Moody's and in either case maturing within 120 days from such date and (d) shares of any money market mutual fund rated at least AA- or the equivalent thereof by S&P or at least Aa3 or the equivalent thereof by Moody's.

"**Consolidated Net Debt**" means, at any date of determination, (a) Consolidated Total Debt at such date minus (b) Unrestricted Cash at such date in an aggregate amount not to exceed $250,000,000.

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

"**Cost Savings**" means reductions in salary expenses, benefit expenses and other related expenses of the Company resulting from a reduction in its workforce and are reasonably determined by the Company in good faith.

"**Designated Charges**" means, for any period, subject to the last two sentences of this definition, the sum of (a) to the extent deducted in computing Consolidated Operating Income for such period, the aggregate of total (i) extraordinary, unusual or non-recurring charges and expenses and (ii) Restructuring Expenses plus (b) Pro Forma Cost Savings for such period. The sum of Restructuring Expenses and Pro Forma Cost Savings for any period shall not exceed (1) in the case of any such period ending on or prior to December 31, 2019, 10% of Consolidated EBITDA for such period, (2) in the case of any such period ending after December 31, 2019 and on or prior to March 31, 2021, $100,000,000 and (3) in the case of any such period ending after March 31, 2021, 10% of Consolidated EBITDA for such period; Restructuring Expenses and Pro Forma Cost Savings shall be determined on a consolidated basis in accordance with GAAP and calculated consistently with the Company's calculation thereof in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016. The aggregate amount of Pro Forma Cost Savings for any period of four fiscal quarters ending after March 31, 2020 and on or prior to March 31, 2021 shall not exceed $25,000,000.

"**First Amendment**" means that certain First Amendment to Second Amended and Restated Master Note Facility, dated as of June 23, 2023, among the Company, New York Life and each holder party thereto.

"**First Amendment Effective Date**" has the definition set forth in the First Amendment.

"**Leverage Spike**" is defined in Section 10.1.

"**Leverage Spike Period**" means the period commencing on the First Amendment Effective Date and ending on (and including) the first date on which the Company delivers evidence to the holders of Notes that (i) the Consolidated Leverage Ratio is less than or equal to 3.25 to 1.00 for a period of four consecutive fiscal quarters of the Company ending on or after June 30, 2021 and (ii) no Event of Default has occurred or is continuing on such date.

"**Moody's**" means Moody's Investors Service, Inc., or any successor.

"**Pro Forma Cost Savings**" means (a) in respect of the four quarters of the Company ending on June 30, 2020 the Cost Savings attributable to the fiscal quarter of the Company ending on such date multiplied by three, (b) in respect of the four quarters of the Company ending on September 30, 2020 an amount equal to the Cost Savings attributable to the period of two consecutive fiscal quarters of the Company ending on such date, (c) in respect of the four quarters of the Company ending on December 31, 2020 the Cost Savings attributable to the period of three consecutive fiscal quarters of the Company ending on such date multiplied by one third and (d) zero thereafter.

"**Restricted Payment**" is defined in Section 10.12.

"**Restructuring Expenses**" means restructuring, consolidation, transaction, integration or other similar charges and expenses.

"**S&P**" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Company, or its successors or assigns.

"**Unrestricted Cash**" means as at any date of determination, the aggregate amount of cash and Cash Equivalents included in the cash accounts that would be listed on the consolidated balance sheet of the Company and its Subsidiaries, determined on such date 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, to the extent such cash and Cash Equivalents are not (a) subject to a Lien securing any Indebtedness or other obligations or (b) classified as "restricted."

(j) 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, (d) the Designated Charges and (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries in each case for such period and determined on a consolidated basis in accordance with GAAP and, except for Designated Charges consisting of Pro Forma Cost Savings, 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."

(k) The definition of "**Existing Credit Facility**" in Schedule A of the Note Facility is hereby amended and restated in its entirety as follows:

"**Existing Credit Facility**" means the $750,000,000 Credit Agreement, dated as of April 18, 2017 (as amended by the First Amendment dated as of June 29, 2018, and as further amended by the Second Amendment dated as of April 17, 2020), among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent, the lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners, as the same may be amended, supplemented, restated or otherwise modified from time to time.

(l) The definition of "**Principal Debt Facility**" in Schedule A of the Note Facility is hereby amended and restated in its entirety as follows:

"**Principal Debt Facility**" means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a "Debt Agreement") in respect of which the Company or any Subsidiary is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Company or any Subsidiary in an aggregate principal amount equal to or in excess of $200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the 364-Day Credit Facility, the Existing Note Agreement, the Prudential Shelf Agreement and the MetLife Note Agreement is a Principal Debt Facility.

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

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 (collectively, the "Existing Notes") are hereby, automatically and without any further action, amended and restated in their entirety to delete the reference to "Acquisition Spike" therein and to reflect in lieu thereof "Additional Interest". 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 First 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 First 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;

(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; and

(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(a), (b), (c) and (d) below, apart from an amendment fee equal to 0.10% of the principal amount of notes outstanding (i) under the MetLife Note Agreement in connection with the MetLife Amendment (as hereinafter defined), and (ii) under the Prudential Shelf Agreement in connection with the Prudential Amendment (as hereinafter defined).

SECTION 5. Conditions to Effectiveness. The amendments set forth in Section 2 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 "First 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 Existing Credit Facility, dated as of April 17, 2020, by and among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders 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 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.

(d) 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.

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

(f) The Holders shall have received a certificate of a Secretary or Assistant Secretary of the Company, dated as of the date hereof, (A) certifying as to the resolutions attached thereto, incumbency of applicable officers and other corporate proceedings relating to the authorization, execution and delivery of this Amendment, and (B) attaching true, correct and complete copies of the corporate charter and bylaws of the Company or certifying that the corporate charter and bylaws most recently provided to the Holders are still in full force and effect and have not since been amended, restated, supplemented or otherwise modified in any respect.

(g) The Holders shall have received a good standing certificate for the Company from the Secretary of State of Delaware, dated of a recent date and such other evidence of the status of the Company as New York Life and the Holders may reasonably request.

(h) 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 First 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).

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

(j) Each Holder shall have received payment of an amendment fee of 10 basis points (0.10%) of the principal amount of the outstanding Notes held by such Holder.

(k) 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 First 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: NYL Investors LLC, its Investment Manager

by

/s/ Christopher Carey

Name: Christopher Carey
Title: Corporate Vice President

Exhibit 4.3

Execution Version

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

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MULTICURRENCY MASTER NOTE PURCHASE AGREEMENT, dated as of June 23, 2020 (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, 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 (as in effect immediately prior to giving effect to this Amendment, the "Existing 2017 Notes") and (b) 3.32% Series 2018-A Senior Notes due January 2, 2028 in the original aggregate principal amount of $50,000,000 (as in effect immediately prior to giving effect to this Amendment, the "Existing 2018 Notes" and, together with the Existing 2017 Notes, collectively, the "Existing Notes");

WHEREAS, the Company has requested that the (a) Note Facility be amended by this Amendment in order to, among other things, (i) extend the Issuance Period and (ii) effect certain changes to the covenant set forth in Section 10.9 of the Note Facility and (b) Existing Notes be amended and restated; and

WHEREAS, the Company, MetLife and the Holders are willing to enter into such amendments and to amend and restate the Existing Notes 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. Amendment to the Note Facility. Effective as of the First Amendment Effective Date, the Note Facility is hereby amended as follows:

(a) Section 2.1 of the Note Facility is hereby amended and restated in its entirety as follows:

2.1. Facility. MetLife is willing to consider, in its sole discretion and within the limits which may be authorized for purchase by MetLife Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of MetLife to consider such purchase of Shelf Notes is herein called the "**Facility**". At any time the aggregate principal amount of Shelf Notes in Section 1.4, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement and outstanding at such time, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the "**Available Facility Amount**" at such time. For the purposes of the preceding sentence, all aggregate principal amounts of Shelf Notes and Accepted Notes shall be calculated in Dollars; with respect to any Shelf Notes denominated or Accepted Notes to be denominated in any Available Currency other than Dollars, the Dollar Equivalent of Shelf Notes or Accepted Notes shall be used for such calculation. For the avoidance of doubt, the Available Facility Amount shall be increased by the principal amount of any outstanding Shelf Notes which are repaid or prepaid prior to the expiration of the Issuance Period (but in no event shall the Available Facility Amount exceed $100,000,000 at any time). **NOTWITHSTANDING THE WILLINGNESS OF METLIFE TO CONSIDER PURCHASES OF SHELF NOTES BY METLIFE AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER METLIFE NOR ANY METLIFE AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASE OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY METLIFE OR ANY METLIFE AFFILIATE.**

(b) Subsection 2.2(i) of the Note Facility is hereby amended and restated in its entirety as follows:

(a) June 23, 2023 (or if such day is not a Business Day, the Business Day next succeeding such day)

(c) The first sentence of the first paragraph of Section 5 of the Note Facility is hereby amended and restated in its entirety as follows:

The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that (i) no such supplement to any representation or warranty applicable to any particular Closing Day shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Day or any determination of the falseness or inaccuracy thereof pursuant to Section 11(e) and (ii) no supplement to Section 5.3 or Schedule 5.3 as to any particular Closing Day shall be made after the Company makes a Request for Purchase in respect of such Closing Day.

(d) Subsection 5.3 of the Note Facility is hereby amended and restated in its entirety as follows:

This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.5 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the applicable Closing Day being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.3, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("**EDGAR**"). Notwithstanding the foregoing, for purposes of this Section 5.3, and only from the First Amendment Effective Date until December 31, 2020, the impacts of the existing Coronavirus pandemic on the business, operations or financial condition of the Company and its Subsidiaries taken as a whole that have occurred and were disclosed in writing to MetLife prior to the First Amendment Effective Date will be disregarded.

(e) 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), (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 Holder and and (iv) with respect to the financial statements delivered pursuant to Section 7.1(a), to the extent the Leverage Spike is accruing as of the date of such certificate, a reasonably detailed calculation of the Consolidated Net Leverage Ratio as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate is delivered; and

(f) Subsection 10.5(j) of the Note Facility is hereby amended and restated in its entirety as follows:

(j) judgment and other similar Liens arising in connection with court proceedings in an aggregate amount not in excess of $10,000,000 (except to the extent covered by independent third-party insurance) provided that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

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

10.9. Leverage Ratio.

(a) The Company will not (i) permit the Consolidated Leverage Ratio (as defined in this Agreement as in effect prior to the First Amendment Effective Date) at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending on or before March 31, 2020 to exceed 3.25 to 1.00, (ii) permit the Consolidated Net Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2020 and on or before March 31, 2021 to exceed 3.75 to 1.00 or (iii) permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company (in each case taken as one accounting period) ending after March 31, 2021 to exceed 3.25 to 1.00; provided, that, to the extent the Company consummates during any fiscal quarter of the Company ending after March 31, 2021 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, 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(a) 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 (including, for the avoidance of doubt, the Leverage Spike, if applicable) shall increase by 0.50% per annum during the period from the first day of the second fiscal quarter of the Company in 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 and (ii) the last day of the first fiscal quarter of the Company ending after 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.

(b) If, as of the last day of any four consecutive fiscal quarters of the Company ending during the Leverage Spike Period, the Consolidated Net Leverage Ratio exceeds 3.00 to 1.00, as evidenced by a certificate of a Senior Financial Officer delivered pursuant to Section 7.2(a), the interest rate applicable to the Notes shall be increased by 1.00% per annum (such increase, the "**Leverage Spike**") for a period of time determined as follows: (A) such Leverage Spike shall begin to accrue on the first day of the fiscal quarter following the fiscal quarter in which such certificate of a Senior Financial Officer was delivered and (B) shall continue to accrue until the Company has provided a certificate of a Senior Financial Officer pursuant to Section 7.2(a) demonstrating that, (x) with respect to any four consecutive fiscal quarters of the Company ending after March 31, 2020 and before June 30, 2021, as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate is delivered, the Consolidated Net Leverage Ratio is not more than 3.00 to 1.00, or (y) with respect to any four consecutive fiscal quarters of the Company ending on or after June 30, 2021, as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate is delivered, the Consolidated Leverage Ratio is not more than 3.25 to 1.00, and in the event such certificate is delivered, the Leverage Spike shall cease to accrue on the last day of the fiscal quarter in which such certificate is delivered. For the avoidance of doubt, (i) if certificate of a Senior Financial Officer is not delivered on the day it is due in accordance with Section 7.2(a), then the Leverage Spike shall accrue and be determined as if the Consolidated Net Leverage Ratio exceeds 3.00 to 1.00 as of the last day of the four consecutive fiscal quarters of the Company in respect of which such certificate was due and such Leverage Spike shall continue to accrue at such rate until the next date of determination for the following period. For the avoidance of doubt, if, as of the last day of the four consecutive fiscal quarters of the Company ending on or after June 30, 2021, the Consolidated Leverage Ratio is not more than 3.25 to 1.00, the Leverage Spike shall not accrue with respect to such four consecutive fiscal quarters of the Company ending on such date or any four consecutive quarters of the Company ending thereafter.

(h) Section 10 of the Note Facility is hereby amended by adding the following new Subsection 10.11 to immediately follow Subsection 10.10 therein:

10.11. **Restricted Payments**. Until the later of (i) termination of the Leverage Spike Period and (ii) the date that no other Principal Credit Facility has a restriction on the payment of Restricted Payments, the Company will not declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Equity Interests of the Company (any such dividend, payment or setting apart, a "**Restricted Payment**"), whether outstanding on the First Amendment Effective Date or thereafter, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Company or any Subsidiary, except (a) the Company may make Restricted Payments in the form of Equity Interests of the Company and (b) the Company may make Restricted Payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of the Company.

(i) Section 22 of the Note Facility is hereby amended by adding the following new Subsection 22.11 to immediately follow Subsection 22.10 therein:

22.11. Divisions.

For all purposes under the Financing Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of Equity Interests at such time.

(j) Schedule B of the Note Facility is hereby amended by adding the following new definitions in alphabetical order:

"**364-Day Credit Facility**" means the $700,000,000 Credit Agreement dated as of April 17, 2020, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, U.S. Bank, National Association, as syndication agent, the lenders party thereto, and T.D. Bank, N.A., ING Bank, N.V., Dublin Branch, MUFG Bank, Ltd., The Bank of New York Mellon and UniCredit Bank, A.G., as co-documentation agents, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Additional Interest**" means, at any time, the sum of the Acquisition Spike (if any) and the Leverage Spike (if any) at such time.

"**Cash Equivalents**" means, as of any date, (a) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof having maturities of not more than one year from such date rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's, (b) time deposits and certificates of deposits having maturities of not more than one year from such date and issued by any domestic commercial bank having (i) senior long term unsecured debt rated at least A- or the equivalent thereof by S&P or A3 or the equivalent thereof by Moody's and (ii) capital and surplus in excess of $100,000,000, (c) commercial paper rated at least A-2 or the equivalent thereof by S&P or P-2 or the equivalent thereof by Moody's and in either case maturing within 120 days from such date and (d) shares of any money market mutual fund rated at least AA- or the equivalent thereof by S&P or at least Aa3 or the equivalent thereof by Moody's.

"**Cost Savings**" means savings in respect of salary, benefit and other related expenses of the Company resulting from a reduction in force.

"**Consolidated Net Debt**" means, at any date of determination, (a) Consolidated Total Debt at such date minus (b) Unrestricted Cash at such date in an aggregate amount not to exceed $250,000,000 under this clause (b).

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

"**Designated Charges**" means, for any period, subject to the last two sentences of this definition, the sum of (a) to the extent deducted in computing Consolidated Operating Income for such period, the aggregate of total (i) extraordinary, unusual or non-recurring charges and expenses and (ii) Restructuring Expenses plus (b) Pro Forma Cost Savings for such period. The sum of Restructuring Expenses and Pro Forma Cost Savings for any period shall not exceed (1) in the case of any such period ending on or prior to December 31, 2019, 10% of Consolidated EBITDA for such period, (2) in the case of any such period ending after December 31, 2019 and on or prior to March 31, 2021, $100,000,000 and (3) in the case of any such period ending after March 31, 2021, 10% of Consolidated EBITDA for such period; Restructuring Expenses and Pro Forma Cost Savings shall be determined on a consolidated basis in accordance with GAAP and calculated consistently with the Company's calculation thereof in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016. The aggregate amount of Pro Forma Cost Savings for any period of four fiscal quarters ending after March 31, 2020 and on or prior to March 31, 2021 shall not exceed $25,000,000.

"**First Amendment Effective Date**" has the definition set forth in the First Amendment to Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 23, 2020, among the Company, MetLife and each holder party thereto.

"**Leverage Spike**" is defined in Section 10.9(b).

"**Leverage Spike Period**" means the period beginning on the First Amendment Effective Date and continuing through and until the date on which the Company delivers evidence to the holders that (a) the Company is in compliance with Section 10.9 for four consecutive fiscal quarters of the Company ended on or after June 30, 2021 and (b) on such date no Event of Default has occurred or is continuing.

"**Moody's**" means Moody's Investors Service, Inc., or any successor.

"**Pro Forma Cost Savings**" means (a) in respect of the four quarters of the Company ending on June 30, 2020 the Cost Savings attributable to the fiscal quarter of the Company ending on such date multiplied by three, (b) in respect of the four quarters of the Company ending on September 30, 2020 an amount equal to the Cost Savings attributable to the period of two consecutive fiscal quarters of the Company ending on such date, (c) in respect of the four quarters of the Company ending on December 31, 2020 the Cost Savings attributable to the period of three consecutive fiscal quarters of the Company ending on such date multiplied by one third and (d) zero thereafter.

"**Restricted Payment**" is defined in Section 10.11.

"**Restructuring Expenses**" means restructuring, consolidation, transaction, integration or other similar charges and expenses.

"**S&P**" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Company, or its successors or assigns.

"**Unrestricted Cash**" means, as at any date of determination, the aggregate amount of cash and Cash Equivalents included in the cash accounts that would be listed on the consolidated balance sheet of the Company and its Subsidiaries, determined on such date 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, to the extent such cash and Cash Equivalents are not (a) subject to a Lien securing any Indebtedness or other obligations or (b) classified as "restricted."

(k) 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) the Designated Charges and (e) to the extent deducted in computing Consolidated Operating Income, stock-based compensation of the Company and its Subsidiaries in each case for such period and determined on a consolidated basis in accordance with GAAP and, except for Designated Charges consisting of Pro Forma Cost Savings, 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.

(l) The definition of "**Existing Credit Facility**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**Existing Credit Facility**" means the $750,000,000 Credit Agreement, dated as of April 18, 2017 (as amended by the First Amendment dated as of June 29, 2018, and as further amended by the Second Amendment dated as of April 17, 2020), among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent, the lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners as the same may be amended, supplemented, restated or otherwise modified from time to time.

(m) The definition of "**Principal Credit Facility**" in Schedule B of the Note Facility is hereby amended and restated in its entirety as follows:

"**Principal Credit Facility**" means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a "Credit Agreement") in respect of which the Company or any Subsidiary is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Company or any Subsidiary in an aggregate principal amount equal to or in excess of $200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the 364-Day Credit Facility, the New York Life Master Note Facility and the Prudential Shelf Agreement is a Principal Credit Facility.

(n) Exhibits 1.4 and 9.8 of the Note Facility are hereby amended to delete the reference to "Acquisition Spike" therein and to insert in lieu thereof "Additional Interest".

(o) Exhibits 1.4, 2, 3, 4.10 and 9.8 of the Note Facility are hereby amended to delete the reference to "MetLife Investment Advisors Company, LLC" therein and to insert in lieu thereof "MetLife Investment Management, LLC (formerly known as MetLife Investment Advisors Company, LLC and MetLife Investment Advisors, LLC)".

SECTION 3. Amendment and Restatement of Existing Notes.

(a) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 5 of this Amendment, each holder of the Existing 2017 Notes, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Existing 2017 Notes, effective as of the First Amendment Effective Date, on the terms set forth in this Section 3(a). Each Existing 2017 Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 3(a) hereto (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated 2017 Notes", such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13 of the Note Facility), except that the payee, date, registration number and principal amount number set forth in each Existing 2017 Note shall remain the same; provided, however, at the request of any holder of an Existing 2017 Note, the Company shall execute and deliver a new Amended and Restated 2017 Note in the form of such Exhibit 3(a) in exchange for its Existing 2017 Note, registered in the name of such holder, in the aggregate principal amount of the Amended and Restated 2017 Note owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Existing 2017 Note.

(b) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 5 of this Amendment, each holder of the Existing 2018 Notes, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Existing 2018 Notes, effective as of the First Amendment Effective Date, on the terms set forth in this Section 3(b). Each Existing 2018 Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 3(b) hereto (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated 2018 Notes", such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13 of the Note Facility; the Amended and Restated 2018 Notes, together with the Amended and Restated 2017 Notes, collectively, the "Amended and Restated Notes"), except that the payee, date, registration number and principal amount set forth in each Existing 2018 Note shall remain the same; provided, however, at the request of any holder of an Existing 2018 Note, the Company shall execute and deliver a new Amended and Restated 2018 Note in the form of such Exhibit 3(b) in exchange for its Existing 2018 Note, registered in the name of such holder, in the aggregate principal amount of the Amended and Restated 2018 Note owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Existing 2018 Note.

(c) 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 pursuant to this Section 3. The parties hereto specifically agree and confirm that the transactions effected hereby and by the Amended and Restated 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 (as modified by this Amendment) and the Amended and Restated Notes. All outstanding amounts owing by the Company in respect of the Existing Notes shall continue to be owing under the Note Facility and the Amended and Restated Notes (without any further action required on the part of any Person), and shall be payable in accordance with the Note Facility (as modified by this Amendment) and the Amended and Restated Notes.

SECTION 4. 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 4(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) After giving effect to this Amendment, 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 First 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 5(b), (c), and (d) below, apart from an amendment fee equal to ten basis points (0.10%) of the principal amount of notes outstanding (i) under the Prudential Shelf Agreement in connection with the Prudential Amendment (as hereinafter defined) and (ii) under the New York Life Shelf Agreement in connection with the New York Life Amendment (as hereinafter defined).

SECTION 5. Conditions to Effectiveness. The amendments set forth in Section 2 and the amendment and restatement of the Existing Notes set forth in Section 3 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 "First 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 Existing Credit Facility, dated as of April 17, 2020 (the "Bank Amendment"), by and among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders 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 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.

(d) 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.

(e) MetLife and the Holders shall have received a certificate signed by a Responsible Officer of the Company, in form and substance satisfactory to the Holders, certifying that the conditions specified in clauses (h) and (i) of this Section 5 has been satisfied as of the First Amendment Effective Date.

(f) MetLife and the Holders shall have received a certificate of a Secretary or Assistant Secretary of the Company, dated as of the date hereof, (i) certifying as to the resolutions attached thereto, incumbency of applicable officers and other corporate proceedings relating to the authorization, execution and delivery of this Amendment and the Amended and Restated Notes, and (ii) attaching true, correct and complete copies of the corporate charter and bylaws of the Company or certifying that the corporate charter and bylaws most recently provided to the Holders are still in full force and effect and have not since been amended, restated, supplemented or otherwise modified in any respect.

(g) MetLife and the Holders shall have received a good standing certificate for the Company from the Secretary of State of Delaware, dated of a recent date, and such other evidence of the status of the Company as MetLife and the Holders may reasonably request.

(h) 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 First 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).

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

(j) Each holder of the Notes shall have received payment of an amendment fee of 10 basis points (0.10%) of the principal amount of the outstanding Notes held by such holder.

(k) 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 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 8. 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 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.

(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 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 First 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

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

Exhibit 10.1

EXECUTION COPY

AMENDMENT NO. 6 TO RECEIVABLES PURCHASE AGREEMENT

This AMENDMENT NO. 6 TO RECEIVABLES PURCHASE AGREEMENT, dated as of June 22, 2020 (this "Amendment"), is entered into among HSFR, INC., a Delaware corporation, as seller (the "Seller"), THE PURCHASERS LISTED ON THE SIGNATURE PAGES HERETO (the "Purchasers"), THE PURCHASER AGENTS LISTED ON THE SIGNATURE PAGES HERETO (the "Purchaser Agents"), MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for each Purchaser Group, and, solely with respect to Section 10, HENRY SCHEIN, INC. ("HS"), a Delaware corporation, as performance guarantor (the "Performance Guarantor").

BACKGROUND

The Seller, HS, as initial Servicer, Purchasers, Purchaser Agents and Agent are parties to a Receivables Purchase Agreement, dated as of April 17, 2013 (as amended by that certain Omnibus Amendment No. 1, dated as of July 22, 2013, that certain Omnibus Amendment No. 2, dated as of April 21, 2014, that certain Amendment No. 1 to Receivables Purchase Agreement, dated as of September 22, 2014, that certain Amendment No. 2 to Receivables Purchase Agreement, dated as of April 14, 2015, that certain Amendment No. 3 to Receivables Purchase Agreement, dated as of June 1, 2016, that certain Amendment No. 4 to Receivables Purchase Agreement, dated as of July 6, 2017, that certain Amendment No. 5 to Receivables Purchase Agreement, dated as of March 13, 2019, and as further amended, restated, modified or supplemented through the date hereof, the "Receivables Purchase Agreement"). The parties are entering into this Amendment to amend or otherwise modify the Receivables Purchase Agreement.

AGREEMENT

1. Definitions. Capitalized terms are used in this Amendment as defined in Exhibit I to the Receivables Purchase Agreement.

2. Amendments to Receivables Purchase Agreement. The parties to the Receivables Purchase Agreement hereby agree that the Receivables Purchase Agreement is hereby amended as follows:

(a) Section 4.5 of the Receivables Purchase Agreement is hereby amended and restated in its entirety as follows:

"Section 4.5 Effect of Benchmark Transition Event.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Transaction Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Agent and the Seller may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Agent has posted such proposed amendment to all Purchasers, Purchaser Agents and the Seller so long as the Agent has not received, by such time, written notice of objection to such amendment from the Purchaser Agents comprising the Required Purchaser Agents. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Purchaser Agents comprising the Required Purchaser Agents have delivered to the Agent written notice that such Required Purchaser Agents accept such amendment. No replacement of the LIBO Rate with a Benchmark Replacement pursuant to this Section 4.5 will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(c) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Seller, Purchasers and the Purchaser Agents of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or Purchaser Agents pursuant to this Section 4.5, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 4.5.

(d) Benchmark Unavailability Period. Upon the Seller's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) no Purchases shall be funded at the LIBO Rate or at the Alternate Base Rate determined by reference to the LIBO Rate and (ii) the Yield for any outstanding portions of the Invested Amount then funded at the LIBO Rate or at the Alternate Base Rate determined by reference to the LIBO Rate shall, on the last day of the then current Interest Period, be converted to the Alternate Base Rate determined by reference to clause (ii) of the definition of the Alternate Base Rate.".

(b) Section 9.1(f) of the Receivables Purchase Agreement is hereby amended and restated in its entirety as follows:

"(f) (i) the average of the Delinquency Ratios, computed for each of the immediately preceding three Calculation Periods, shall exceed (A) with respect to each Calculation Period ending on or prior to May 30, 2020, 14.50%; (B) with respect to the Calculation Periods ending on June 27, 2020, August 1, 2020, August 29, 2020 and September 26, 2020, 18.50%; (C) with respect to the Calculation Period ending on October 31, 2020, 16.00%; and (D) with respect to each Calculation Period beginning after October 31, 2020, 14.50%;

(ii) the average of the Default Ratios, computed for each of the immediately preceding three Calculation Periods, shall exceed (A) with respect to each Calculation Period ending on or prior to May 30, 2020, 2.50%; (B) with respect to the Calculation Periods ending on June 27, 2020, August 1, 2020, August 29, 2020, September 26, 2020, October 31, 2020 and November 28, 2020, 6.00%; and (C) with respect to each Calculation Period beginning after November 28, 2020, 2.50%;

(iii) the average of the Dilution Ratios, computed for each of the immediately preceding three Calculation Periods, shall exceed (A) with respect to any Calculation Period ending on or prior to May 30, 2020, 6.25%; (B) with respect to the Calculation Periods ending on June 27, 2020, August 1, 2020, August 29, 2020, September 26, 2020, and October 31, 2020, 9.50%; and (C) with respect to each Calculation Period beginning after October 31, 2020, 6.25%; or

(iv) the average of the Portfolio Turnover, computed for each of the immediately preceding three Calculation Periods shall exceed (A) with respect to each Calculation Period ending on or prior to September 26, 2020, 70 days; and (B) with respect to each Calculation Period beginning after September 26, 2020, 50 days; or".

(c) The definition "Scheduled Facility Termination Date" in Exhibit I to the Receivables Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"***Scheduled Facility Termination Date"*** means June 12, 2023; provided that the Seller may, with the prior written consent of the Agent and each Purchaser, extend the then existing Scheduled Facility Termination Date for a term of one year by providing written notice to the Agent on or before each anniversary of April 15th that is two years prior to the then existing Scheduled Facility Termination Date of its request to extend the then existing Scheduled Facility Termination Date for one year.".

(d) The definition of "Replacement Rate" in Exhibit I to the Receivables Purchase Agreement is hereby deleted in its entirety.

(e) The following new definitions are hereby added to Exhibit I to the Receivables Purchase Agreement in appropriate alphabetical sequence:

""***Benchmark Replacement***" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Agent and the Seller giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to LIBO Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"***Benchmark Replacement Adjustment***" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Seller giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

"***Benchmark Replacement Conforming Changes***" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement).

"***Benchmark Replacement Date***" means the earlier to occur of the following events with respect to LIBO Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of LIBO Rate permanently or indefinitely ceases to provide LIBO Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"***Benchmark Transition Event***" means the occurrence of one or more of the following events with respect to LIBO Rate:

(1) a public statement or publication of information by or on behalf of the administrator of LIBO Rate announcing that such administrator has ceased or will cease to provide LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide LIBO Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for LIBO Rate, a resolution authority with jurisdiction over the administrator for LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for LIBO Rate, which states that the administrator of LIBO Rate has ceased or will cease to provide LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide LIBO Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of LIBO Rate announcing that LIBO Rate is no longer representative.

"***Benchmark Transition Start Date***" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Agent or the Required Purchaser Agents, as applicable, by notice to the Seller, the Agent (in the case of such notice by the Required Purchaser Agents), the Purchasers and the Purchaser Agents.

"***Benchmark Unavailability Period***" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with Section 4.5 and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to Section 4.5.

"***Early Opt-in Election***" means the occurrence of:

(1) (i) a determination by the Agent or (ii) a notification by the Required Purchaser Agents to the Agent (with a copy to the Seller) that the Required Purchaser Agents have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in Section 4.5 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace LIBO Rate, and

(2) (i) the election by the Agent or (ii) the election by the Required Purchaser Agents to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Agent of written notice of such election to the Seller, the Purchasers and the Purchaser Agents or by the Required Purchaser Agents of written notice of such election to the Agent.

"***Federal Reserve Bank of New York's Website***" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"***Relevant Governmental Body***" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"***SOFR***" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"***Term SOFR***" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"***Unadjusted Benchmark Replacement***" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.".

(e) Exhibit XIV to the Receivables Purchase Agreement is hereby replaced in its entirety with Schedule A attached hereto.

3. Representations and Warranties. The Seller hereby certifies, represents and warrants to the Agent, each Purchaser Agent and each Purchaser that on and as of the date hereof:

(a) each of its representations and warranties contained in Article V of the Receivables Purchase Agreement is true and correct, in all material respects, on and as of the date hereof; provided that, for purposes of the representation in Section 5.1(q)(ii) of the Receivables Purchase Agreement, and only from December 31, 2019 until July 1, 2020, the impacts of the existing Coronavirus pandemic on the business, operations or financial condition of the Seller and its Subsidiaries taken as a whole will be disregarded; and

(b) no Termination Event or Unmatured Termination Event exists.

4. Conditions to Effectiveness. This Amendment shall become effective on the date (the "Effective Date") when each Purchaser Agent shall have received:

(a) counterparts of this Amendment duly executed by the other parties hereto;

(b) a copy of the resolutions of the Board of Directors of each Seller Party and Performance Guarantor certified by its Secretary authorizing such Person's execution, delivery and performance of this Amendment and the performance of its obligations under the Receivables Purchase Agreement (as amended by this Amendment);

(c) counterparts of that certain Fourth Amended and Restated Fee Letter, dated as of the date hereof, duly executed by the parties thereto; and

(d) the payment of all fees due and owing under the Fourth Amended and Restated Fee Letter on the date hereof.

5. Ratification. This Amendment constitutes an amendment to the Receivables Purchase Agreement. After the execution and delivery of this Amendment, all references to the Receivables Purchase Agreement in any document shall be deemed to refer to the Receivables Purchase Agreement as amended by this Amendment, unless the context otherwise requires. Except as amended above, the Receivables Purchase Agreement is hereby ratified in all respects. Except as set forth above, the execution, delivery and effectiveness of this Amendment shall not operate as an amendment or waiver of any right, power or remedy of the parties hereto under the Receivables Purchase Agreement, nor constitute an amendment or waiver of any provision of the Receivables Purchase Agreement. This Amendment shall not constitute a course of dealing among the parties hereto at variance with the Receivables Purchase Agreement such as to require further notice by any of the Agent, the Purchaser Agents or the Purchasers to require strict compliance with the terms of the Receivables Purchase Agreement in the future, as amended by this Amendment, except as expressly set forth herein. The Seller hereby acknowledges and expressly agrees that each of the Agent, the Purchaser Agents and the Purchasers reserves the right to, and does in fact, require strict compliance with all terms and provisions of the Receivables Purchase Agreement, as amended herein.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, and each counterpart shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Counterparts of this Amendment may be delivered by facsimile transmission or other electronic transmission, and such counterparts shall be as effective as if original counterparts had been physically delivered, and thereafter shall be binding on the parties hereto and their respective successors and assigns.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with the law of the State of New York without regard to the principles of conflicts of law thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

8. Section Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Purchase Agreement or any other Transaction Document or any provision hereof or thereof.

9. Transaction Document. This Amendment shall constitute a Transaction Document under the Receivables Purchase Agreement.

10. Ratification of Performance Undertaking. After giving effect to this Amendment and the transactions contemplated hereby, all of the provisions of the Performance Undertaking shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Undertaking and acknowledges that the Performance Undertaking has continued and shall continue in full force and effect in accordance with its terms.

[Signature Pages Follow]

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

HSFR INC.,
as Seller

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

Solely with respect to Section 10:

HENRY SCHEIN, INC.,
as Performance Guarantor

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

MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), as Purchaser Agent for Victory Receivables Corporation

by /s/ Eric Williams

Name: Eric Williams
Title: Managing Director

VICTORY RECEIVABLES CORPORATION,
as an Uncommitted Purchaser

by
/s/ Kevin R. Corrigan
Name: Kevin R. Corrigan
Title: Vice President

MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.), as Related Committed Purchaser for Victory Receivables Corporation

by

/s/ Eric Williams

Name: Eric Williams
Title: Managing Director

MUFG BANK, LTD. (F/K/A THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.),
as Agent

by
/s/ Eric Williams
Name: Eric Williams
Title: Managing Director

HENRY SCHEIN®

NEWS RELEASE

FOR IMMEDIATE RELEASE

HENRY SCHEIN AMENDS AND EXTENDS FINANCING FACILITIES

Company Amends and Extends $350 Million Credit Facility and $1 Billion Private Placement Shelf Facilities

MELVILLE, N.Y., June. 25, 2020 — Henry Schein, Inc. (Nasdaq: HSIC), the world's largest provider of health care solutions to office-based dental and medical professionals, today announced the successful completion of amendments and extensions of certain of its financing facilities, which enhances the Company's liquidity and financial flexibility.

Henry Schein amended and extended its existing $350 million facility with a bank, based on the securitization of its accounts receivable. The maturity of the facility was extended to June 2023.

The Company's $1 billion private placement shelf facilities with three leading insurance companies were also amended and extended. These shelf facilities are uncommitted and will, subject to the terms and conditions set forth in each, allow the Company to issue senior promissory notes to the lenders at fixed rate terms to be agreed upon at the time of issuance during a three-year period through June 2023.

The amendment to these facilities most notably includes the temporary amendment of the Company's covenant calculation to reflect Net Debt instead of Gross Debt, as well as an increase in the maximum leverage allowed under the covenant.

"The amendments and extensions of these facilities, along with the $700M financing announced on April 20, 2020, increases our financial flexibility in a challenging global economy," said Steven Paladino, Executive Vice President and Chief Financial Officer of Henry Schein. "These facilities support our efforts to navigate the challenges related to the COVID-19 pandemic while also helping to position Henry Schein for future growth and success."

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 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 laboratories, government and institutional healthcare 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. The Company's sales from continuing operations reached $10.0 billion in 2019, and have grown at a compound annual rate of approximately 13 percent since Henry Schein became a public company in 1995.

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

Cautionary Note Regarding Forward-Looking Statements

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

Risk factors and uncertainties that could cause actual results to differ materially from current and historical results include, but are not limited to: effects of a highly competitive and consolidating market; increased competition by third party online commerce sites; our dependence on third parties for the manufacture and supply of our products; our dependence upon sales personnel, customers, suppliers and manufacturers; our dependence on our senior management; fluctuations in quarterly earnings; 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 conditions; risks associated with currency fluctuations; risks associated with political and economic uncertainty; disruptions in financial markets; volatility of the market price of our common stock; changes in the health care industry; implementation of health care laws; failure to comply with regulatory requirements and data privacy laws; risks associated with our global operations; risks associated with the Novel Coronavirus Disease 2019 (COVID-19); risk associated with the United Kingdom's withdrawal from the European Union; 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; litigation risks; new or unanticipated litigation developments and the status of litigation matters; the dependence on our continued product development, technical support and successful marketing in the technology segment; our dependence on third parties for certain technologically advanced components; risks from disruption to our information systems; cyberattacks or other privacy or data security breaches; certain provisions in our governing documents that may discourage third-party acquisitions of us; and changes in tax legislation. The order in which these factors appear should not be construed to indicate their relative importance or priority.

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

Investors
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