
**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): January 18, 2012

Henry Schein, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-27078
(Commission
File Number)

11-3136595
(I.R.S. Employer
Identification No.)

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

11747
(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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 18, 2012, Henry Schein, Inc. (the “Company”) amended the terms of certain Amended and Restated Change in Control Agreements dated December 12, 2008 (the “Agreements”), including those between the Company and James Breslawski, Stanley Komaroff, Mark Mlotek and Steven Paladino, respectively. The amendments to the Agreements are effective as of January 1, 2012.

The amendments provide: (1) that pro rata incentive compensation payable upon certain terminations in connection with a change in control will be based on actual results for the year in which termination occurs, rather than the target incentive compensation for such year; (2) for the elimination of a tax gross-up for health benefits; and (3) for the elimination of the gross-up payment for golden parachute excise taxes under Internal Revenue Code Section 4999 in favor of a contingent cut-back where amounts payable in connection with a change in control are cut back to a safe harbor limit so that the excise taxes are not triggered, unless the amounts due would be greater (in which case no reduction will occur).

The above summary is qualified in its entirety by the Form of Amendment, attached hereto as Exhibit 10.1 and incorporated by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1 Form of Amendment to Amended and Restated Change in Control Agreement, effective as of January 1, 2012 between Henry Schein, Inc. and certain executive officers who are a party thereto (James Breslawski, Stanley Komaroff, Mark Mlotek and Steven Paladino, respectively).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HENRY SCHEIN, INC.

(Registrant)

Date: January 20, 2012

By: /s/ Michael S. Ettinger

Michael S. Ettinger

Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit

10.1 Form of Amendment to Amended and Restated Change in Control Agreement, effective as of January 1, 2012 between Henry Schein, Inc. and certain executive officers who are a party thereto (James Breslawski, Stanley Komaroff, Mark Mlotek and Steven Paladino, respectively).

Henry Schein, Inc.
135 Duryea Road
Melville, New York 11747

January 18, 2011

Dear _____ :

Reference is made to the letter agreement, dated December 12, 2008 (the "Letter Agreement"), between you and Henry Schein, Inc. (the "Company") regarding certain entitlements you have in the event of certain terminations occurring in connection with a Change in Control. This letter amends the Letter Agreement, effective January 1, 2012, as follows:

1. Section 2(a)(ii) of the Letter Agreement is hereby amended in its entirety to read as follows:

"(ii) a pro rata annual incentive compensation award based on actual achievement of the specified goals for the year in which the Termination occurs, which shall be paid in the calendar year immediately following the calendar year in which the fiscal year in which the Termination date occurs, and"

2. The last sentence of Section 2(b) of the Letter Agreement is hereby amended in its entirety to read as follows:

"Notwithstanding the foregoing, in the event the plan under which you were receiving health benefits immediately prior to your Termination is not fully-insured, then the Company shall either (A) provide health coverage to you pursuant to a fully-insured replacement policy or (B) in lieu of such health coverage, pay to you two annual cash payments equal to the cost for you to obtain a replacement policy (*i.e.*, the premium costs) as determined on the Termination date, which will be paid on each of the 12-month anniversary and the 24-month anniversary of your Termination date."

3. Section 2(c) of the Letter Agreement is hereby amended in its entirety to read as follows:

"(c) In the event you become entitled to payments under this Section 2 or any other amounts (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company (collectively the "Payments"), all or a portion of which become subject to tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any other similar tax, but excluding any income tax of any nature) ("Excise Tax"), then the Payments shall be either (A) delivered in full or (B) delivered as to such lesser extent, as would result in no portion of such amounts being subject to the Excise Tax, whichever of the foregoing results in the receipt by you on a net after-tax basis of the greatest amount, notwithstanding that all or some of the amounts may

be taxable under Code Section 4999. If a reduction is to occur pursuant to clause (B) of the prior sentence, unless an alternative election is permitted by, and does not result in taxation under, Code Section 409A and timely elected by you, the Payments shall be cutback to an amount that would not give rise to any Excise Tax by reducing payments and benefits in the following order: (1) accelerated vesting of restricted stock awards, to the extent applicable; (2) accelerated vesting of stock options, to the extent applicable; (3) payments under Section 2(a)(iii) hereof; and (4) continued health insurance under Section 2(b)(v) hereof.”

4. Section 2 of the Letter Agreement is hereby amended by renumbering existing Sections 2(d) and 2(e) as new Sections 2(f) and 2(g), respectively, and by adding new Sections 2(d) and 2(e), as follows:

“(d) For purposes of determining whether any of the Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) the Payments shall be treated as “parachute payments” within the meaning of Section 280G(b)(2) of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless and except to the extent that, in the written opinion (at the substantial authority level) of the Company’s independent certified public accountants appointed prior to any change in ownership (as defined under Section 280G(b)(2) of the Code) or tax counsel selected by such accountants (the “Accountants”) such Payments (in whole or in part) either do not constitute “parachute payments,” represent reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code in excess of the “base amount” or are otherwise not subject to the Excise Tax, and (ii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Accountants in accordance with the principles of Section 280G of the Code.

(e) For purposes of determining whether clause (A) or clause (B) of Section 2(c) applies to the amount of the Payments, your actual marginal rate of federal income taxation in the calendar year in which the Payments are to be paid shall be used and the actual marginal rate of taxation in the state and locality of your residence for the calendar year in which the Payments are to be made shall be used, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes if paid in such year, after taking into account the limitation on the deductibility of itemized deductions, including such state and local taxes under Section 68 of the Code.”

This letter shall serve as an amendment to the Letter Agreement. All other terms of the Letter Agreement shall remain unchanged and, as amended, the Letter Agreement shall remain in full force and effect. This letter may be executed in several counterparts (including via facsimile or PDF), each of which shall be deemed to be an original but all of which together will constitute one and the same instruments.

Please acknowledge your acceptance of the terms of this Agreement by executing below and returning a copy to Michael S. Ettinger, Senior Vice President, General Counsel and Secretary, at the Company.

HENRY SCHEIN, INC.

By: _____
Stanley M. Bergman
Chairman and Chief Executive Officer

Accepted:
