
**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) April 17, 2013

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
(IRS 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 1.01. Entry into a Material Definitive Agreement.

On April 17, 2013, Henry Schein, Inc. (the "Company"), as servicer, entered into a Receivables Purchase Agreement (the "Receivables Purchase Agreement") with (i) HSFR, Inc. ("HSFR"), a special purpose corporation that is wholly owned by the Company, as seller, (ii) purchasers from time to time party thereto and (iii) The Bank of Tokyo-Mitsubishi UFJ, Ltd. ("BTMU"), as the Agent. In addition, on that date, the Company, certain of the Company's wholly owned subsidiaries (collectively with the Company, the "Originators") and HSFR entered into a Receivables Sale Agreement (the "Receivables Sale Agreement"). Together, the Receivables Purchase Agreement and the Receivables Sale Agreement establish the terms and conditions of an accounts receivable securitization program (the "Receivables Securitization Program") whereby each of the Originators sell certain of its receivables (the "Receivables") to HSFR, which, in turn, sells the Receivables to bank purchasers and third-party commercial paper conduits.

Pursuant to the Receivables Securitization Program, a portion of the purchase price for the Receivables is paid by the bank purchasers and the conduit purchasers in cash and the balance is treated as a deferred purchase price receivable, which is paid as and when payments in respect of the Receivables are collected from account debtors. Under the Receivables Securitization Program, the aggregate purchaser commitments for outstanding investments in any uncollected Receivables at any time is \$300 million. The purchasers under the Receivables Securitization Program receive yield on their investments based on a spread over the commercial paper rate for conduit purchasers and the LIBOR rate for bank purchasers, for each day that their investments in the Receivables are outstanding, as well as a fee calculated on the unused portion of the commitments.

The Receivables Securitization Program contains certain customary representations and warranties and affirmative covenants, including as to the eligibility of the Receivables being sold, as well as customary reserve requirements, program termination events, Originator termination events and servicer defaults. Certain obligations of the Originators (other than the Company) are guaranteed by the Company under a performance undertaking. The Company and the other Originators are obligated to repurchase any receivables that were not eligible as represented when sold.

The Receivables Securitization Program terminates on April 15, 2016.

The foregoing description of the Receivables Securitization Program is not complete and is qualified in its entirety by the actual terms of the Receivables Purchase Agreement and the Receivables Sale Agreement, copies of which are attached hereto as Exhibit 10.1 and 10.2, respectively, and are incorporated herein by reference.

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

The disclosures under Item 1.01 of this Report are also responsive to Item 2.03 of this Report and are incorporated by reference into this Item 2.03.

Item 8.01. Other Events.

On April 19, 2013, the Company issued a press release announcing the Receivables Securitization Program, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

- 10.1 Receivables Purchase Agreement, dated as of April 17, 2013, by and among the Company, as servicer, HSFR, as seller, BTMU, as agent, and the various purchaser groups from time to time party thereto.
- 10.2 Receivables Sale Agreement, dated as of April 17, 2013, by and among the Originators and HSFR, as buyer.
- 99.1 Press Release dated April 19, 2013.

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: April 19, 2013

By: /s/ Michael S. Ettinger

Name: Michael S. Ettinger

Title: Senior Vice President and General Counsel

RECEIVABLES PURCHASE AGREEMENT

DATED AS OF APRIL 17, 2013

AMONG

HSFR, INC., AS SELLER,

HENRY SCHEIN, INC., AS INITIAL SERVICER,

THE VARIOUS PURCHASER GROUPS FROM TIME TO TIME PARTY HERETO

AND

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, AS AGENT

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Exhibits and Schedules

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Exhibit XII	Form of Reduction Notice
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Schedule A	Closing Documents

RECEIVABLES PURCHASE AGREEMENT

THIS RECEIVABLES PURCHASE AGREEMENT, dated as of April 17, 2013 is entered into by and among:

- (a) HSFR, Inc., a Delaware corporation ("**Seller**"),
- (b) Henry Schein, Inc., a Delaware corporation ("**Schein**"), as initial Servicer (the Servicer together with Seller, the "**Seller Parties**" and each, a "**Seller Party**"),
- (c) the various Purchaser Groups from time to time party hereto, and
- (d) The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as agent for each Purchaser Group (together with its successors and assigns in such capacity, the "**Agent**").

Unless defined elsewhere herein, capitalized terms used in this Agreement shall have the meanings assigned to such terms in Exhibit I.

PRELIMINARY STATEMENTS

1. Seller desires to transfer and assign Receivable Interests from time to time.
2. The Purchasers desire to purchase Receivable Interests from Seller from time to time.
3. The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch has been requested and is willing to act as Agent on behalf of the Purchasers and their assigns in accordance with the terms hereof.

In consideration of the mutual agreements, provisions and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

PURCHASE ARRANGEMENTS

Section 1.1 Purchase Facility.

(a) Upon the terms and subject to the conditions of this Agreement (including, without limitation, Article VI), from time to time prior to the Facility Termination Date, Seller may request that the Purchaser Groups purchase from Seller undivided ownership interests in the Receivables and the associated Related Security and Collections (which interest shall be held by the Agent on behalf of the applicable Purchasers). Each Uncommitted Purchaser may (in its sole discretion), and each Related Committed Purchaser severally hereby agrees to, make Incremental Purchases, on the terms and subject to the conditions hereof before the Facility Termination Date, ratably based on the applicable Purchaser Group's Ratable Share of each Incremental Purchase requested pursuant to Section 1.2 (and, in the case of each Related Committed Purchaser, its Commitment Percentage of its Purchaser Group's Ratable Share of such

Purchase); **provided that** no Purchase shall be made by any Purchaser if, after giving effect thereto, either (i) if such Purchaser is a Related Committed Purchaser, such Purchaser's aggregate Invested Amount would exceed its Available Commitment, (ii) the Group Invested Amount would exceed the Group Commitment for such Purchaser's Purchaser Group, or (iii) the aggregate of the Receivable Interests would exceed 100%. It is the intent of the Conduit Purchasers to fund any Purchases hereunder through the issuance of Commercial Paper. If any Purchaser funds or refinances its investment in a Receivable Interest through any means other than the issuance of Commercial Paper, in lieu of paying CP Costs on the Invested Amount pursuant to Article III hereof, Seller will pay Yield thereon at the applicable Yield Rate in accordance with Article IV hereof. Nothing herein shall be deemed to constitute a commitment of any Conduit Purchaser to issue Commercial Paper.

(b) Seller may in its sole discretion, upon at least 45 Business Days' written notice to the Agent (which shall promptly forward a copy to each Purchaser Agent), call and repurchase from the Purchasers all right, title and interest in the Receivables and terminate the purchase facility in whole, or upon at least 15 Business Days' written notice in a form set forth as Exhibit XIII (each such notice, a "**Purchase Limit Decrease Notice**") to the Agent (which shall promptly forward a copy to each Purchaser Agent) reduce in part the unused portion of the Period A Purchase Limit or Period B Purchase Limit, as applicable (but not below the amount which would cause the Group Invested Amount of any Purchaser Group to exceed its Group Commitment (after giving effect to such reduction) and, unless terminated in whole, not below \$200,000,000); **provided that** each partial reduction of the Period A Purchase Limit or Period B Purchase Limit, as applicable, shall be in an amount equal to \$10,000,000 (or a larger integral multiple of \$1,000,000 if in excess thereof). Such reduction shall, unless otherwise agreed to in writing by the Seller, the Agent and each Purchaser Agent, be applied ratably to reduce the Group Commitment of each Purchaser Group.

(c) Seller may from time to time request that the Purchaser Groups increase their respective existing Group Commitments and, to the extent the existing Purchaser Groups do not consent to any such requested increase, Seller may add a new Purchaser Group as a party hereto; **provided that** (i) each Purchaser Agent (on behalf of the related Purchaser Group) shall, in its sole discretion, make a determination whether or not to grant any request to increase its Purchaser Group's Group Commitment and (ii) the prior written consent of the Agent shall be required for any such increase or addition (such consent not to be unreasonably withheld, conditioned or delayed).

Section 1.2 Incremental Purchases. Seller shall provide the Agent and each Purchaser Agent with at least one (1) Business Day's prior written notice in a form set forth as Exhibit II hereto of each Incremental Purchase (each, a "**Purchase Notice**") by 12:00 noon (New York time) on the Business Day prior to the Purchase Date. Each Purchase Notice shall be subject to Section 6.2 hereof and, except as set forth below, shall be irrevocable and shall specify the requested Purchase Price (which shall not be less than \$1,000,000, or a larger integral multiple of \$100,000, with respect to each Purchaser Group) and the Purchase Date. Following receipt of a Purchase Notice, the applicable Purchaser Agent will determine whether the related Uncommitted Purchaser will fund the requested Incremental Purchase. If such Uncommitted Purchaser (in its sole discretion) elects not to fund an Incremental Purchase, the Incremental Purchase shall be funded ratably by its Related Committed Purchasers (in accordance with such Related Committed Purchasers' Available Commitments). On each Purchase Date, upon

satisfaction of the applicable conditions precedent set forth in Article VI, each applicable Purchaser shall deposit to the Facility Account, in immediately available funds, no later than 2:00 p.m. (New York time), an amount equal to such Purchaser's portion (based on each Purchaser Group's Ratable Share and, if applicable, such Purchaser's Available Commitment) of the requested Purchase Price.

Section 1.3 Decreases.

(a) Optional Reductions. Seller shall provide the Agent and each Purchaser Agent with prior written irrevocable notice in the form set forth as Exhibit XII hereto (a "**Reduction Notice**") of any proposed reduction of Aggregate Invested Amount (a) at least three (3) Business Days prior to any such proposed reduction greater than or equal to \$50,000,000 and (b) at least one (1) Business Day prior to any such proposed reduction less than \$50,000,000. Such Reduction Notice shall designate (i) the date (the "**Proposed Reduction Date**") upon which any such reduction of Aggregate Invested Amount shall occur, and (ii) the amount of Aggregate Invested Amount to be reduced (the "**Aggregate Reduction**") which shall be applied to all Receivable Interests (ratably, according to each Purchaser's aggregate Invested Amount).

(b) Mandatory Reductions. Seller shall also ensure that the aggregate of the Receivable Interests shall at no time exceed 100%. If the aggregate of the Receivable Interests exceeds 100%, Seller shall pay to each Purchaser Agent for the benefit of the related Purchasers on or before the next Business Day an amount to be applied to reduce the Aggregate Invested Amount (ratably, according to each Purchaser's aggregate Invested Amount), such that after giving effect to such payment the aggregate of the Receivable Interests equals or is less than 100%.

Section 1.4 Deemed Collections; Purchase Limit.

(a) If on any day:

(i) the Outstanding Balance of any Receivable is reduced or cancelled as a result of any credit issued for returned or repossessed goods, any shortages, any pricing adjustment, any volume rebate or any other allowance, adjustment or deduction by Originator or any Affiliate thereof, or as a result of any governmental or regulatory action, or

(ii) the Outstanding Balance of any Receivable is reduced or canceled as a result of a setoff or disputed item in respect of any claim by the Obligor thereof (whether such claim arises out of the same or a related or an unrelated transaction), or

(iii) the Outstanding Balance of any Receivable is reduced on account of the obligation of Originator or any Affiliate thereof to pay to the related Obligor any rebate or refund, or

(iv) the Outstanding Balance of any Receivable is less than the amount included in calculating the Net Pool Balance for purposes of any Settlement Report (for any reason other than receipt of Collections), or

(v) any of the representations or warranties of Seller with respect to any Receivable set forth in Article V were not true in all material respects when made,

then, on such day, Seller shall (I) be deemed to have received a Collection of such Receivable (A) in the case of clauses (i) through (iv) above, in the amount of such reduction or cancellation or the difference between the actual Outstanding Balance and the amount included in calculating such Net Pool Balance, as applicable; and (B) in the case of clause (v) above, in the amount of the Outstanding Balance of such Receivable and, not later than two (2) Business Days thereafter shall pay to the Collection Account the amount of any such Collection deemed to have been received or (II) prior to the occurrence of a Termination Event, setoff the amount of such reduction or cancellation against the purchase price otherwise owed to the Applicable Originator for additional Receivables.

(b) Seller shall ensure that the Aggregate Invested Amount at no time exceeds the Purchase Limit. If at any time the Aggregate Invested Amount exceeds the Purchase Limit, Seller shall pay to each Purchaser Agent for the benefit of the related Purchasers immediately an amount to be applied to reduce the Aggregate Invested Amount (ratably, according to each Purchaser's aggregate Invested Amount), such that after giving effect to such payment the Aggregate Invested Amount is less than or equal to the Purchase Limit.

Section 1.5 Payment Requirements and Computations. All amounts to be paid or deposited by any Seller Party pursuant to any provision of this Agreement shall be paid or deposited in accordance with the terms hereof no later than 2:00 p.m. (New York time) on the day when due in immediately available funds, and if not received before 2:00 p.m. (New York time) shall be deemed to be received on the next succeeding Business Day. If such amounts are payable to or for the account of any Purchaser, such amounts shall be paid to the account from time to time specified by the related Purchaser Agent to the Seller and the Servicer. All computations of CP Costs, Yield, *per annum* fees calculated as part of any CP Costs, *per annum* fees hereunder and *per annum* fees under the Fee Letters shall be made on the basis of a year of 360 days for the actual number of days elapsed (other than Yield calculated at the Prime Rate or the Federal Funds Effective Rate, which shall be made on the basis of a year of 365 or 366 days, as the case may be). If any amount hereunder shall be payable on a day which is not a Business Day, such amount shall be payable on the next succeeding Business Day.

Section 1.6 Sharing of Payments, etc. If any Purchaser (for purpose of this Section 1.6 only, a "**Recipient**") shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) on account of any interest in the Receivable Interest owned by it in excess of its ratable share thereof, such Recipient shall forthwith purchase from the Purchasers entitled to a share of such amount participations in the percentage interests owned by such Persons as shall be necessary to cause such Recipient to share the excess payment ratably with each such other Person entitled thereto; **provided that** if all or any portion of such excess payment is thereafter recovered from such Recipient, such purchase from each such other Person shall be rescinded and each such other Person shall repay to the Recipient the purchase price paid by such Recipient for such participation to the extent of such recovery, together with an amount equal to such other Person's ratable share (according to the proportion of (a) the amount of such other Person's required payment to (b) the total amount so recovered from the Recipient) of any interest or other amount paid or payable by the Recipient in respect of the total amount so recovered.

Section 1.7 Taxes.

(a) The Seller agrees that any and all payments by the Seller under this Agreement shall be made free and clear of and without deduction for any and all current or future taxes, stamp or other taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, other than Excluded Taxes; provided that if the Seller shall be required under applicable law to deduct any such taxes from such payments, then (i) the Seller shall make such deductions, and (ii) the Seller shall pay the full amount deducted to the relevant Official Body in accordance with applicable law, the sum payable shall be increased as necessary so that after making all required deductions the recipient of such payment receives an amount equal to the sum it would have received had no such deductions been made.

(b) The Agent, each Purchaser Agent (if other than the Agent) and each Purchaser agrees to provide, on or before the first date on which any payment is required to be made to such Person under this Agreement, (i) a properly completed and duly executed Internal Revenue Service Form W-9, (ii) a properly completed, duly executed Internal Revenue Service Form W-8ECI, or (iii) in the case of a Purchaser Agent (if other than the Agent) or a Purchaser, a properly completed, duly executed Internal Revenue Service Form W-8BEN establishing an exemption from U.S. federal withholding tax pursuant to the "interest" article of an applicable income tax treaty.

ARTICLE II.

PAYMENTS AND COLLECTIONS

Section 2.1 Payments of Recourse Obligations. Seller hereby promises to pay the following (collectively, the "**Recourse Obligations**"):

- (a) all amounts due and owing under Section 1.3 or 1.4 on the dates specified therein;
- (b) the fees set forth in the Fee Letters on the dates specified therein;
- (c) all accrued and unpaid Yield on the Receivable Interests accruing Yield at the Yield Rate on each Settlement Date applicable thereto;
- (d) all accrued and unpaid CP Costs on the Receivable Interests funded with Commercial Paper on each Settlement Date; and
- (e) all Broken Funding Costs and all amounts due and owing under Article X, including, Indemnified Amounts, in each case, upon demand.

Section 2.2 Collections Prior to the Facility Termination Date.

(a) If at any time any Collections (including any Deemed Collections) are received in the Collection Accounts prior to the Facility Termination Date, Seller hereby requests and each Purchaser hereby agrees to make, simultaneously with such receipt, a reinvestment (each, a "**Reinvestment**") with the Purchasers' Portion of the balance of each and every Collection received by the Servicer such that, after giving effect to such Reinvestment, the

Invested Amount of the Receivable Interests of each Purchaser immediately after such receipt and corresponding Reinvestment shall be equal to the amount of such Invested Amounts immediately prior to such receipt. Notwithstanding the foregoing, (i) all such Reinvestments shall be subject to Section 6.2 and (ii) the Servicer may retain in the Collection Accounts amounts for distribution on the following Settlement Date or for decreases in the Aggregate Investment Amount in accordance with Section 1.3.

(b) On each Settlement Date prior to the Facility Termination Date, the Servicer shall remit to each Purchaser Agent for the benefit of its Purchaser Group (or, if applicable, to the Agent for its own benefit) the amounts set aside during the preceding Calculation Period that have not been subject to a Reinvestment and (after deduction of its Servicing Fee) apply such amounts (if not previously paid in accordance with Section 2.1) to the Aggregate Unpaid in the order specified:

- first*, ratably to the payment of all accrued and unpaid CP Costs, Yield and Broken Funding Costs (if any) that are then due and owing,
- second*, ratably to the payment of all accrued and unpaid fees under the Fee Letters (if any) that are then due and owing,
- third*, if required under Section 1.3 or 1.4, to the ratable reduction of the Aggregate Invested Amount,
- fourth*, for the ratable payment of all other unpaid Recourse Obligations, if any, that are then due and owing, and
- fifth*, the balance, if any, to Seller or otherwise in accordance with Seller's instructions, provided that, after giving effect to any payment pursuant to this clause fifth, the aggregate of the Receivable Interests would be less than 100%.

Section 2.3 Repayment on the Facility Termination Date; Collections.

On the Facility Termination Date and on each day thereafter, the Servicer shall set aside and hold in trust, for the Secured Parties, all Collections received on each such day. On and after the Facility Termination Date, the Servicer shall, on each Settlement Date and on each other Business Day specified by the Agent (after deduction of any accrued and unpaid Servicing Fee as of such date) apply all Collections and all other amounts in the Collection Accounts to reduce the Aggregate Unpaid as follows:

- first*, to the reimbursement of the Agent's costs of collection and enforcement of this Agreement,
- second*, ratably to the payment of all accrued and unpaid CP Costs, Yield and Broken Funding Costs (if any),
- third*, ratably to the payment of all accrued and unpaid fees (if any) under the Fee Letters,
- fourth*, to the ratable reduction of Aggregate Invested Amount,

fifth, for the ratable payment of all other Aggregate Unpaid, and
sixth, after the Final Payout Date, to Seller.

Section 2.4 Payment Rescission. No payment of any of the Aggregate Unpaid shall be considered paid or applied hereunder to the extent that, at any time, all or any portion of such payment or application is rescinded by application of law or judicial authority, or must otherwise be returned or refunded for any reason. Seller shall remain obligated for the amount of any payment or application so rescinded, returned or refunded, and shall promptly pay to the applicable Purchaser Agent (for application to the Person or Persons who suffered such rescission, return or refund) the full amount thereof, plus interest thereon at the Default Rate from the date of any such rescission, return or refunding.

ARTICLE III.

COMMERCIAL PAPER FUNDING

Section 3.1 CP Costs. Seller shall pay CP Costs with respect to the Invested Amount of all Receivable Interests funded through the issuance of Commercial Paper.

Section 3.2 Calculation of CP Costs. Prior to each Settlement Date, each Purchaser (or the applicable Purchaser Agent on its behalf) shall calculate the aggregate amount of CP Costs applicable to its Receivable Interests accrued through the relevant Calculation Period and shall notify Seller of such aggregate amount.

Section 3.3 CP Costs Payments. On each Settlement Date, Seller shall pay to the applicable Purchaser Agent (for the benefit of the related Conduit Purchaser) an aggregate amount equal to all accrued and unpaid CP Costs in respect of the portion of the Invested Amounts of all Receivable Interests funded by such Conduit Purchaser with Commercial Paper for the Calculation Period then most recently ended in accordance with Article II.

Section 3.4 Default Rate. From and after the occurrence of a Termination Event, all Receivable Interests shall accrue Yield at the Default Rate.

ARTICLE IV.

BANK FUNDINGS

Section 4.1 Bank Fundings. Prior to the occurrence of a Termination Event, the portion of outstanding Invested Amount of each Receivable Interest funded with Bank Fundings shall accrue Yield for each day during its Interest Period at the applicable Yield Rate in accordance with the terms and conditions hereof. If any undivided interest in a Receivable Interest initially funded with Commercial Paper is sold (or otherwise participated) to the Liquidity Providers pursuant to a Liquidity Agreement, such undivided interest in such Receivable Interest shall be deemed to have an Interest Period commencing on the date of such sale.

Section 4.2 Yield Payments. On the Settlement Date for each Receivable Interest that is funded with a Bank Funding, Seller shall pay to each applicable Purchaser Agent (for the benefit of its Purchaser Group) an aggregate amount equal to the accrued and unpaid Yield thereon for the entire Interest Period of each related Bank Funding in accordance with Article II.

Section 4.3 Suspension of the LIBO Rate. If any Purchaser or Liquidity Provider notifies the related Purchaser Agent that (i) it has determined that funding its ratable share of the Bank Fundings at or by reference to a LIBO Rate would violate any applicable law, rule, regulation, or directive of any governmental or regulatory authority, whether or not having the force of law, (ii) deposits of a type and maturity appropriate to match fund its Bank Funding at or by reference to such LIBO Rate are not available or (iii) such LIBO Rate does not accurately reflect the cost of acquiring or maintaining a Bank Funding at such LIBO Rate, then such Purchaser Agent shall give written notice thereof to the Seller as promptly as practicable thereafter and, until such Purchaser Agent notifies the Seller that the circumstances giving rise to such notice no longer exist, (a) no portion of the Invested Amount shall be funded at the LIBO Rate or at the Alternate Base Rate determined by reference to the LIBO Rate and (b) 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.

Section 4.4 Default Rate. From and after the occurrence of a Termination Event, all Bank Fundings shall accrue Yield at the Default Rate.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Agent, each Purchaser Agent and each Purchaser as of the date hereof and as of the date of each Incremental Purchase and the date of each Reinvestment that:

(a) Organization and Qualification. The Seller's only jurisdiction of organization is correctly set forth in the preamble of this Agreement. The Seller is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. The Seller is duly qualified to do business as a foreign corporation in good standing in each jurisdiction in which the ownership of its properties or the nature of its activities (including transactions giving rise to Receivables), or both, requires it to be so qualified or, if not so qualified, the failure to so qualify would not have a material adverse effect on its financial condition or results of operations.

(b) Authority. The Seller has the legal power and authority to execute and deliver the Transaction Documents, to make the sales provided for herein and to perform its obligations under this Agreement and the other Transaction Documents.

(c) Execution and Binding Effect. Each of the Transaction Documents to which the Seller is a party has been duly and validly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar Laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity.

(d) Authorizations and Filings. The Seller has obtained and holds in full force all authorizations, consents, approvals, licenses, exemptions or other actions by, registrations, qualifications, designations, declarations or filings with, any Official Body which are necessary in connection with the execution and delivery by the Seller of each of the Transaction Documents to which the Seller is a party, the consummation by the Seller of the transactions herein or therein contemplated or the performance by the Seller of or the compliance by the Seller with the terms and conditions hereof or thereof, to ensure the legality, validity or enforceability hereof or thereof, or to ensure that the Agent (for the benefit of the Secured Parties) will have an ownership or security interest in and to the Receivables.

(e) Location of Chief Executive Office, etc. As of the date hereof: (i) the Seller's chief executive office is located at the address for notices set forth on the signature page hereof; (ii) the offices where the Seller keeps all of its Records are listed on Exhibit III hereto; and (iii) since its incorporation, the Seller has operated only under the name identified in Exhibit III hereto, and has not changed its name, merged or consolidated with any other corporation or been the subject of any proceeding under Title 11, United States Code (Bankruptcy).

(f) Perfection. This Agreement is effective to create a valid security interest in favor of the Agent for the benefit of the Secured Parties in the Purchased Assets to secure payment of the Aggregate Unpaid. There have been duly filed all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect the Agent's (on behalf of the Secured Parties) security interest in the Receivables and the other Purchased Assets (in the case of such other Purchased Assets, to the extent such security interest may be perfected by filing a financing statement), which security interest is free and clear of any Lien except as created by the Transaction Documents. Seller's only jurisdiction of organization is Delaware.

(g) Absence of Conflicts. Neither the execution and delivery by the Seller of each of the Transaction Documents to which the Seller is a party, nor the consummation by the Seller of the transactions herein or therein contemplated, nor the performance by the Seller of or the compliance by the Seller with the terms and conditions hereof or thereof will (i) violate any Law or (ii) conflict with or result in a breach of or a default under (A) the certificate of incorporation or by-laws of the Seller or (B) any material agreement or instrument, including, without limitation, any and all indentures, debentures, loans or other agreements to which the Seller is a party or by which it or any of its properties (now owned or hereafter acquired) may be subject or bound, which, in any case, could reasonably be expected to have a material adverse effect on the financial position or results of operations of the Seller or result in the creation or imposition of any Lien pursuant to the terms of any such instrument or agreement upon any property (now owned or hereafter acquired) of the Seller. The Seller has not entered into any agreement with any Obligor prohibiting, restricting or conditioning the assignment of any portion of the Receivables.

(h) No Termination Event. No event has occurred and is continuing and no condition exists which constitutes a Termination Event.

(i) Accurate and Complete Disclosure. No information (when taken as a whole) furnished by the Seller to the Agent, any Purchaser Agent or any Purchaser pursuant to or in connection with this Agreement or any transaction contemplated hereby is false or misleading in any material respect as of the date as of which such information was furnished (including by omission of material information necessary to make such information not misleading); **provided that**, with respect to projected financial information of a general economic nature, and general industry information, the Seller represents that such information was prepared in good faith based upon assumptions believed at that time.

(j) [Intentionally Omitted].

(k) Bulk Sales Act. No transaction contemplated hereby requires compliance with any bulk sales act or similar law.

(l) Litigation. No injunction, decree or other decision has been issued or made by any Official Body that prevents and, to the knowledge of the Seller, no threat by any Person has been made to attempt to obtain any such decision that could reasonably be expected to have a material adverse effect on the conduct by the Seller of a significant portion of the Seller's business operations or any portion of its business operations affecting the Receivables, and no litigation, investigation or proceeding exists or, to the knowledge of the Seller, is threatened in writing asserting the invalidity of any of the Transaction Documents, seeking to prevent the consummation of any of the transactions contemplated by the Transaction Documents, or seeking any determination or ruling that could reasonably be expected to materially and adversely affect (A) the performance by either the Seller or the Servicer of its obligations under the Transaction Documents or (B) the validity or enforceability of the Transaction Documents or any material amount of the Receivables.

(m) Margin Regulations. The use of all funds acquired by the Seller under this Agreement will not conflict with or contravene any of Regulations T, U and X of the Board of Governors of the Federal Reserve System, as the same may from time to time be amended, supplemented or otherwise modified.

(n) Taxes. The Seller has timely filed all United States Federal income tax returns and all other material tax returns which are required to be filed by it and has paid all material taxes due pursuant to such returns and paid or contested any assessment received by the Seller related to such returns.

(o) Books and Records. The Seller has indicated on its books and records (including any computer files), that the Receivable Interest in the Receivables sold by the Seller hereunder is the property of Purchasers. The Seller maintains at, or shall cause the Servicer to maintain at, one or more of their respective offices listed in Exhibit III hereto the complete Records for the Receivables.

(p) Creditor Approval. The Seller has obtained from its creditors (i) all approvals necessary to sell and assign the Receivables and (ii) releases of any security interests in the Receivables.

(q) Financial Condition.

(i) The Seller is not insolvent or the subject of any Event of Bankruptcy and the sale of Receivables on such day will not be made in contemplation of the occurrence thereof.

(ii) Since its incorporation, there has been no material adverse change in, or a material adverse effect upon, the business, operations or financial condition of the Seller.

(r) Financial Information. If and when produced in accordance with the terms of this Agreement, the consolidated balance sheet of the Seller as at the most recent Fiscal Year end and the related statements of income of the Seller for the Fiscal Year then ended, fairly present the consolidated financial position of the Seller as at such date and the consolidated results of the operations, all in accordance with GAAP); **provided that**, with respect to projected financial information of a general economic nature, and general industry information, the Seller represents that such information was prepared in good faith based upon assumptions believed at that time.

(s) Investment Company. The Seller is not an “investment company” or a company “controlled by an investment company” within the meaning of the Investment Company Act of 1940, as amended.

(t) Payments to Applicable Originator. With respect to each Receivable transferred to Seller under the Receivables Sale Agreement, Seller has given reasonably equivalent value to the applicable Originator in consideration therefor and such transfer was not made for or on account of an antecedent debt. No transfer by any Originator of any Receivable under the Receivables Sale Agreement is or may be voidable under any section of the Bankruptcy Reform Act of 1978 (11 U.S.C. §§ 101 et seq.), as amended.

(u) Seller’s Business. The Seller has conducted no other business except as contemplated under the Transaction Documents and has no Indebtedness or Liens, except for as permitted under the Transaction Documents.

Section 5.2 Representations and Warranties of the Seller With Respect to Each Sale of Receivables. By selling undivided ownership interests in Receivables to the Purchasers, either by Incremental Purchase or Reinvestment, the Seller represents and warrants to the Agent, each Purchaser Agent and each Purchaser as of the date of such sale of an Incremental Purchase or Reinvestment (in addition to its other representations and warranties contained herein or made pursuant hereto) that:

(a) Purchase Notice. If such sale relates to an Incremental Purchase, all information set forth on the related Purchase Notice is true and correct in all material respects as of the date of such Incremental Purchase.

(b) Assignment. This Agreement vests in the Agent, for the benefit of the Secured Parties, all the right, title and interest of the Seller in and to the Receivable Interest in the Receivables, and the Related Security and Collections with respect thereto, and constitutes a valid sale of or grant of a security interest in the Receivable Interest, enforceable against all creditors of and purchasers from the Seller.

(c) No Liens. Each Receivable, together with the related Contract and all purchase orders and other agreements related to such Receivable, is owned by the Seller free and clear of any Lien, except as provided herein, and is not subject to any Dispute. When each of the Purchasers makes a purchase of a Receivable Interest in such Receivable, it shall have acquired and shall continue to have maintained an undivided percentage ownership interest to the extent of its percentage of the Receivable Interest in such Receivable and in the Related Security and the Collections with respect thereto free and clear of any Lien, except as provided herein. The Seller has not and will not prior to the time of the sale of any such interest to the Purchasers have sold, pledged, assigned, transferred or subjected, and will not thereafter sell, pledge, assign, transfer or subject, to a Lien any of the Receivables, the Related Security or the Collections, other than the assignment of Receivable Interests therein to the Agent, for the benefit of the Secured Parties, in accordance with the terms of this Agreement.

(d) Filings. On or prior to each Purchase and each recomputation of the Receivable Interest, all financing statements required to be recorded or filed in order to perfect the security interest in the Purchased Assets against all creditors of and purchasers from the Seller and all other Persons whatsoever will have been duly filed in each filing office necessary for such purpose and all filing fees and taxes, if any, payable in connection with such filings shall have been paid in full.

(e) [Intentionally Omitted].

(f) Collection Banks, Collection Accounts and Lock-Boxes. The names and addresses of all Collection Banks, together with the numbers of all Collection Accounts and Lock-Boxes at such Collection Banks and the addresses of all related Collection Accounts and Lock-Boxes, are specified in the Account Disclosure Letter (or such other Collection Banks, Collection Accounts and Lock Boxes that have been changed or established in accordance with Section 7.2(f)).

(g) Nature of Receivables. Each Receivable is, or will be, an eligible asset within the meaning of Rule 3a-7 promulgated under the Investment Company Act of 1940, as amended from time to time.

(h) Bona Fide Receivables. Each Receivable is an obligation of an Obligor arising out of a past or current sale or performance by the applicable Originator, in accordance with the terms of the Contract giving rise to such Receivable. The Seller has no knowledge of any fact that should have led it to expect at the time of the initial creation of an interest in any Receivable hereunder that such Receivable would not be paid in full when due except with respect to any Dilution. Each Receivable classified as an "Eligible Receivable" by the Seller in any document or report delivered hereunder satisfies the requirements of eligibility contained in the definition of Eligible Receivable.

Section 5.3 Representations and Warranties of Servicer. The Servicer represents and warrants to the Agent, each Purchaser Agent and each Purchaser on and as of the date hereof and as of the date of each Incremental Purchase and each Reinvestment after such date:

(a) Organization and Qualification. The Servicer's only jurisdiction of organization is in Delaware. The Servicer is a corporation duly organized, validly existing and

in good standing under the Laws of its jurisdiction of incorporation. The Servicer is duly qualified to do business as a foreign corporation in good standing in each jurisdiction in which the ownership of its properties or the nature of its activities, or both, requires it to be so qualified or, if not so qualified, the failure to so qualify would not have a material adverse effect on its financial condition or results of operations.

(b) Authority. The Servicer has the legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder and thereunder.

(c) Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by the Servicer and constitutes a legal, valid and binding obligation of the Servicer enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar Laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity. This Agreement is effective to create a valid security interest in favor of the Agent for the benefit of the Secured Parties in the Purchased Assets to secure payment of the Aggregate Unpaid. There have been duly filed all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect the Agent's (on behalf of the Secured Parties) security interest in the Receivables and the other Purchased Assets (in the case of such other Purchased Assets, to the extent such security interest may be perfected by filing a financing statement), which security interest is free and clear of any Lien except as created by the Transaction Documents. Servicers' only jurisdiction of organization is Delaware.

(d) Authorizations and Filings. The Servicer has obtained and holds in full force all authorizations, consents, approvals, licenses, exemptions or other actions by, registrations, qualifications, designations, declarations or filings with, any Official Body which are necessary in connection with the execution and delivery by the Servicer of or the compliance by the Servicer with the terms and conditions hereof, to ensure the legality, validity or enforceability hereof, or to ensure that the Agent (for the benefit of the Secured Parties) will have an ownership and security interest in and to the Receivables.

(e) Absence of Conflicts. Neither the execution and delivery by the Servicer of this Agreement, nor the consummation by the Servicer of the transactions herein contemplated, nor the performance by the Servicer of or the compliance by the Servicer with the terms and conditions hereof will (i) violate any Law or (ii) conflict with or result in a breach of or a default under (A) the certificate of incorporation or by-laws of the Servicer or (B) any material agreement or instrument, including, without limitation, any and all indentures, debentures, loans or other agreements to which the Servicer is a party or by which it or any of its properties (now owned or hereafter acquired) may be subject or bound, which, in any case, could reasonably be expected to have a material adverse effect on the financial position or results of operations of the Servicer or result in the creation or imposition of any Lien. The Servicer has not entered into any agreement with any Obligor prohibiting, restricting or conditioning the assignment of any portion of the Receivables.

(f) No Termination Event. No event has occurred and is continuing and no condition exists which constitutes a Termination Event.

(g) Accurate and Complete Disclosure. No information (when taken as a whole) furnished by a Responsible Officer of the Servicer to the Agent, any Purchaser Agent or any Purchaser pursuant to or in connection with this Agreement or any transaction contemplated hereby is false or misleading in any material respect as of the date as of which such information was furnished (including by omission of material information necessary to make such information not misleading); **provided that**, with respect to projected financial information of a general economic nature, and general industry information, the Servicer represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at that time.

(h) [Intentionally Omitted].

(i) No Change in Ability to Perform. Since the date hereof, there has been no material adverse change in the ability of the Servicer to perform its obligations hereunder.

(j) Credit and Collection Policy. The Credit and Collection Policy has been complied with in all material respects in regard to each Receivable and related Contract and no material change to the Credit and Collection Policy has been made unless (i) the Agent has received prior written notice of such change and (ii) the Agent and the Required Purchaser Agents have consented to such change if such change could reasonably be expected to have a material adverse effect on the collectibility of the Receivables generally or of any material portion of the Receivables.

(k) Financial Condition.

(i) The consolidated balance sheet of the Servicer and its Consolidated Subsidiaries as at the most recent Fiscal Year end and the related statements of income and cash flows of the Servicer and its Consolidated Subsidiaries for the fiscal year then ended, certified by BDO USA, LLP, independent accountants, or another nationally recognized firm of independent accountants, are available as a matter of public record. The unaudited consolidated balance sheet of the Servicer and its Consolidated Subsidiaries as at most recent fiscal quarter end and the related unaudited statements of income and cash flows of the Servicer and its Consolidated Subsidiaries for the periods then ended are available as a matter of public record. The Servicer will provide on the date of such public filing or the next succeeding Business Day a certificate to the Agent (which shall promptly forward a copy to each Purchaser Agent), that such balance sheet and statements of income and cash flows fairly present in all material respects the consolidated financial position of the Servicer and its Consolidated Subsidiaries as at such date and the consolidated results of the operations of and consolidated cash flows of the Servicer and its Consolidated Subsidiaries for the periods ended on such date, all in accordance with GAAP.

(ii) Since December 29, 2012, there has been no material adverse change in, or a material adverse effect upon, the business, operations or financial condition of the Servicer or the Servicer and its Consolidated Subsidiaries taken as a whole.

(l) Litigation. No injunction, decree or other decision has been issued or made by any Official Body that prevents and, to the knowledge of the Servicer, no threat by any

Person has been made to attempt to obtain any such decision that could reasonably be expected to have a material adverse effect on, the conduct by the Servicer of a significant portion of its business operations or any portion of its business operations affecting the Receivables, and no litigation, investigation or proceeding exists or, to the knowledge of the Servicer, is threatened in writing asserting the invalidity of this Agreement, seeking to prevent the consummation of the transactions contemplated by this Agreement, or seeking any determination or ruling that could reasonably be expected to materially and adversely affect (A) the performance of the Servicer of its obligations under this Agreement, or (B) the validity or enforceability of this Agreement or any material amount of such Receivables.

(m) Insurance. The Servicer currently maintains insurance with respect to its properties and businesses and causes its Subsidiaries to maintain insurance with respect to their properties and business against loss or damage of the kinds customarily insured against by corporations engaged in the same or similar business and similarly situated, of such types and in such amounts as are customarily carried under similar circumstances by such other corporations including, without limitation, workers' compensation insurance.

(n) ERISA. No ERISA Event has occurred or is reasonably expected to occur that, either alone or when taken together with all other such ERISA Events, could reasonably be expected to result in a material adverse effect on the business, financial condition, operations or properties of Schein and ERISA Affiliates taken as a whole. Any excess of the accumulated benefit obligations under one or more Pension Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) over the fair market value of the assets of such Pension Plan or Pension Plans is in an amount that could not reasonably be expected, individually or in the aggregate, to result in a material adverse effect on the business, financial condition, operations or properties of Schein and ERISA Affiliates taken as a whole.

ARTICLE VI.

CONDITIONS OF PURCHASES

Section 6.1 Conditions Precedent to Initial Incremental Purchase; Closing Date. The initial Incremental Purchase of a Receivable Interest under this Agreement is subject to the conditions precedent that (a) the Agent and each Purchaser Agent shall have received on or before the date of such Purchase those documents listed on Schedule A and (b) the Agent and each Purchaser Agent shall have received all fees and expenses required to be paid on such date pursuant to the terms of this Agreement and the Fee Letter.

Section 6.2 Conditions Precedent to All Purchases and Reinvestments. Each Incremental Purchase and each Reinvestment shall be subject to the further conditions precedent that (a) in the case of each such Purchase: (i) the Servicer shall have delivered to the Agent and each Purchaser Agent on or prior to the date of such Purchase, in form and substance satisfactory to the Agent and each Purchaser Agent, all Settlement Reports as and when due under Section 8.5 and (ii) upon the Agent's or any Purchaser Agent's request, the Servicer shall have delivered to the Agent and each Purchaser Agent at least one (1) Business Day prior to such Purchase an interim settlement report in substantially the form of Exhibit XI; (b) the Agent and each Purchaser Agent shall have received such other documents as it may reasonably request and (c) on each Purchase Date, the following statements shall be true (and acceptance of the proceeds of such Incremental Purchase or Reinvestment shall be deemed a representation and warranty by Seller that such statements are then true):

(i) the representations and warranties set forth in Article V are true and correct in all material respects on and as of the date of such Incremental Purchase or Reinvestment as though made on and as of such Purchase Date;

(ii) no event has occurred and is continuing, or would result from such Incremental Purchase or Reinvestment, that will constitute a Termination Event, and no event has occurred and is continuing, or would result from such Incremental Purchase or Reinvestment, that would constitute an Unmatured Termination Event; and

(iii) after giving effect to such Incremental Purchase or Reinvestment, the Aggregate Invested Amount will not exceed the Purchase Limit and the aggregate Receivable Interests will not exceed 100%.

It is expressly understood that each Reinvestment shall, unless otherwise directed by the Agent, occur automatically on each day that the Servicer shall receive any Collections without the requirement that any further action be taken on the part of any Person. The failure of Seller to satisfy any of the foregoing conditions precedent in respect of any Reinvestment shall give rise to a right of the Agent and each Purchaser Agent, which right may be exercised at any time on demand of the Agent or any Purchaser Agent, to rescind the related purchase and direct Seller to pay to the Purchaser Agents, for the benefit of Purchasers (ratably, according to each Purchaser's aggregate Invested Amount), an amount equal to the Collections that shall have been applied to the affected Reinvestment (but not in excess of the Aggregate Unpaid).

ARTICLE VII.

COVENANTS

Section 7.1 Affirmative Covenants of the Seller. In addition to its other covenants contained herein or made pursuant hereto, the Seller covenants with the Agent, each Purchaser Agent and each Purchaser as follows:

(a) Notice of Termination Event. Promptly upon becoming aware of, but in any event no later than two (2) Business Days, any Termination Event or Unmatured Termination Event, the Seller shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice thereof, together with a written statement of a Responsible Officer setting forth the details thereof and any action with respect thereto taken or contemplated to be taken by the Seller.

(b) Notice of Material Adverse Change. Promptly upon becoming aware thereof, the Seller shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice of any material adverse change in the business, operations or financial condition of the Seller, which reasonably could be expected to materially adversely affect the collectibility of the Receivables.

(c) Preservation of Corporate Existence. The Seller shall preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its

incorporation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification could reasonably be expected to materially adversely affect (i) the interests of the Agent, any Purchaser Agent or any Purchaser hereunder or (ii) the ability of the Seller to perform its obligations under the Transaction Documents.

(d) Compliance with Laws. The Seller shall comply in all material respects with all Laws applicable to the Seller, its business and properties, and all Receivables related to the Receivable Interests.

(e) Enforceability of Obligations. The Seller shall take such actions as are reasonable and within its power to ensure that, with respect to each Receivable, the obligation of any related Obligor to pay the unpaid balance of such Receivable in accordance with the terms of the related Contract remains legal, valid, binding and enforceable against such Obligor except as otherwise permitted by Section 8.2(d).

(f) Books and Records. (i) The Seller shall maintain and implement administrative and operating procedures (including, without limitation, the ability to recreate Records evidencing the Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, Records and other information, reasonably necessary or advisable for the collection of all Receivables (including, without limitation, Records adequate to permit the identification of all Related Security and Collections and adjustments to each existing Receivable).

(ii) The Seller will (and will cause each Originator to): (A) on or prior to the date hereof, mark its computer records indicating that the Receivables have been sold to the Seller by the Originators and pledged to the Agent hereunder (which marking may take the form of a footnote or legend on any applicable entry screen for the Receivables data or system) and (B) upon the request of the Agent or any Purchaser Agent following the occurrence of a Termination Event, the Seller will deliver to the Agent all Contracts (including, without limitation, all multiple originals of any such Contract constituting an instrument, a certificated security or chattel paper) relating to the Receivables.

(g) Fulfillment of Obligations. The Seller shall do nothing to impair the rights, title and interest of the Agent, any Purchaser Agent or any Purchaser in and to the Receivable Interests and shall pay when due any taxes, including without limitation any sales tax, excise tax or other similar tax or charge, payable in connection with the Receivables and their creation and satisfaction.

(h) [Intentionally Omitted.]

(i) Litigation. As soon as possible, and in any event within three (3) Business Days of the Seller's knowledge thereof, the Seller shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice of any litigation, investigation or proceeding against the Seller which may exist at any time which, in the reasonable judgment of the Seller, could reasonably be expected to have a material adverse effect on the financial condition or results of operations of the Seller, materially impair the ability of the Seller to perform its obligations under the Transaction Documents, or materially adversely affect the collectibility of the Receivables.

(j) Notice of Relocation. The Seller shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) 30 days' prior written notice of any change of its Location. The Seller will at all times maintain its Location within a jurisdiction in the United States in which Article 9 of the UCC is in effect as of the date hereof or the date of any such relocation.

(k) Further Information. The Seller shall furnish or cause to be furnished to the Agent and each Purchaser Agent such other information as promptly as practicable, and in such form and detail, as the Agent or any Purchaser Agent may reasonably request.

(l) Fees, Taxes and Expenses. The Seller shall pay all filing fees, stamp taxes and other similar taxes and expenses, including the fees and expenses set forth in Section 10.3, if any, which may be incurred on account of or arise out of this Agreement and the documents and transactions entered into pursuant to this Agreement.

(m) Compliance with Receivables Sale Agreement. The Seller will enforce all material obligations and undertakings on the part of each Originator to be observed and performed under the Receivables Sale Agreement. Seller will take all actions to perfect and enforce its rights and interests (and the rights and interests of the Agent (for the benefit of the Secured Parties), as Seller's assignee) under the Receivables Sale Agreement as the Agent or any Purchaser Agent may from time to time reasonably request, including, without limitation, making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Receivables Sale Agreement.

(n) Audits. At any time, upon reasonable written notice to the Seller (but not more than once per calendar year unless a Termination Event or Unmatured Termination Event has occurred and is continuing), the Seller shall permit the Agent, together with each Purchaser Agent that wants to participate, or such Person as the Agent or such Purchaser Agents may designate, during business hours, to conduct audits or visit and inspect any of the properties of the Seller to examine the Records, internal controls and procedures maintained by the Seller and take copies and extracts therefrom, and to discuss the Seller's affairs with its officers and independent accountants. The Seller hereby authorizes such officers and independent accountants to discuss with the Agent and each Purchaser Agent, or such Person they may designate, the affairs of the Seller. The Seller shall reimburse the Agent and each Purchaser Agent for all reasonable and documented fees, costs and out-of-pocket expenses incurred by or on behalf of the Agent and each Purchaser Agent in connection with up to one (1) such audits and visits for each per calendar year promptly upon receipt of a written invoice therefor; **provided that**, following the occurrence and during the continuance of a Termination Event or an Unmatured Termination Event, the Seller shall reimburse the Agent and each Purchaser Agent for all reasonable fees, costs and out-of-pocket expenses incurred by or on behalf of the Agent and each Purchaser Agent in connection with the foregoing actions promptly upon receipt of written invoice therefor regardless of the number of audits or visits in such year. Subject to the requirements of applicable laws, the Agent and each Purchaser Agent agrees to use commercially reasonable precautions to keep confidential, in accordance with its respective customary procedures for handling confidential information, any non-public information supplied to it by the Seller pursuant to any such audit or visit which is identified by the Seller as being confidential at the time the same is delivered to the Agent and each Purchaser Agent.

(o) Separate Corporate Existence. The Seller shall:

(i) Maintain in full effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement and each Transaction Document and each other instrument or agreement necessary or appropriate to permit and effectuate the transactions contemplated hereby.

(ii) Maintain its own deposit account or accounts, separate from those of any of its Affiliates, with commercial banking institutions. The funds of the Seller will not be diverted to any other Person or for any use other than the corporate use of the Seller and the funds of the Seller shall not be commingled with those of any of its Affiliates.

(iii) To the extent that the Seller contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other Person, the costs incurred in so doing shall be fairly allocated to or among the Seller and such entities for whose benefit the goods and services are provided, and the Seller and each such entity shall bear its fair share of such costs. All material transactions between the Seller and any of its Affiliates shall be only on an arm's-length basis.

(iv) At all times have a Board of Directors consisting of three members, at least one member of which is an Independent Director.

(v) Conduct its affairs strictly in accordance with its certificate of incorporation and observe all necessary, appropriate and customary corporate formalities, including, but not limited to, holding all regular and special stockholders' and directors' meetings appropriate to authorize all corporate action, keeping separate and accurate minutes of such meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records and accounts, including, but not limited to, intercompany transaction accounts. Regular stockholders' and directors' meetings (or unanimous written consents in lieu thereof) shall be held at least annually.

(vi) Ensure that decisions with respect to its business and daily operations shall be independently made by the Seller (although the officer making any particular decision may also be an employee, officer or director of an Affiliate of the Seller) and shall not be dictated by an Affiliate of the Seller.

(vii) Act solely in its own corporate name and through its own authorized officers and agents, and no Affiliate of the Seller shall be appointed to act as its agent, except as expressly contemplated by this Agreement. The Seller shall at all times use its own stationery.

(viii) Ensure that no Affiliate of the Seller shall advance funds to the Seller, other than (i) capital contributions from Schein, made to enable the Seller to pay the purchase price of Receivables or (ii) as is otherwise provided herein or in any Transaction Document, and no Affiliate of the Seller will otherwise supply funds to, or guaranty debts of, the Seller.

(ix) Other than organizational expenses and as expressly provided herein, pay all expenses, indebtedness and other obligations incurred by it.

(x) Not enter into any guaranty, or otherwise become liable, with respect to any obligation of any of its Affiliates.

(xi) Ensure that any financial reports required of the Seller shall comply with GAAP and shall be issued separately from, but may be consolidated with, any reports prepared for any of its Affiliates.

(xii) Ensure that at all times it is adequately capitalized to engage in the transactions contemplated in its certificate of incorporation, the Transaction Documents and this Agreement.

(xiii) Take such action to ensure that: (A) the Seller is solvent, including, without limitation, that it has not been rendered insolvent by the actions contemplated by the Transaction Documents; (B) the Seller intends to and reasonably expects to survive as a stand-alone entity, independent of financial assistance of any entity not contemplated by the Transaction Documents; (C) the Seller shall at all times have its own telephone number separate from that of Schein; (D) neither the assets nor the creditworthiness of the Seller is held out as being available for the payment of any liability of Schein; (E) each of Schein and the Seller operates as a separate legal entity and not as a division or department thereof; (F) the Seller does not engage in or expect to engage in business for which its remaining property represents an unreasonably small capitalization; and (G) the Seller does not intend to incur nor does it believe it will incur indebtedness that it will not be able to repay at its maturity.

(p) Information. The Seller shall provide the Agent (which shall promptly forward a copy to each Purchaser Agent) with the following:

(i) as soon as practicable and in any event within 45 days following the close of each fiscal quarter, excluding the last fiscal quarter, of each Fiscal Year of the Seller during the term of this Agreement, an unaudited consolidated balance sheet of the Seller as of the end of such quarter and unaudited consolidated statements of income of the Seller for such quarter and for the Fiscal Year through such quarter, setting forth in comparative form the corresponding figures for the corresponding quarter of the preceding Fiscal Year, all in reasonable detail and certified by the chief financial officer of the Seller, subject to adjustments of the type which would occur as a result of a year-end audit, as having been prepared in accordance with GAAP; and

(ii) as soon as practicable and in any event within 90 days after the close of each Fiscal Year of the Seller during the term of this Agreement, a consolidated balance sheet of the Seller as at the close of such Fiscal Year and consolidated statements of income of the Seller for such Fiscal Year, setting forth in comparative form the corresponding figures for the preceding Fiscal Year, all in reasonable detail.

(iii) Compliance Certificate. Together with the financial statements required pursuant to this Section 7.1(p), a compliance certificate in substantially the form of Exhibit IV signed by an Authorized Officer of the Seller and dated the date of such annual financial statement or such quarterly financial statement, as the case may be.

Section 7.2 Negative Covenants of the Seller. Until the date on which the Aggregate Unpays have been indefeasibly paid in full (other than contingent obligations for which no claim has been asserted) and this Agreement terminates in accordance with its terms, the Seller hereby covenants that it will not:

(a) No Rescissions or Modifications. Rescind or cancel any Receivable or related Contract or modify any terms or provisions thereof or grant any Dilution to an Obligor, except in accordance with the Credit and Collection Policy or otherwise with the prior written consent of the Agent, unless such Receivable has been deemed collected pursuant to Section 1.4(a) or repurchased pursuant to the Receivables Sale Agreement.

(b) No Liens. Cause any of the Receivables or related Contracts, or any inventory or goods the sale of which give rise to a Receivable, or any Lock-Box or Collection Account or any right to receive any payments received therein or deposited thereto, to be sold, pledged, assigned or transferred or to be subject to a Lien, other than the sale and assignment of the Receivable Interest therein to the Agent, for the benefit of the Secured Parties, and the Liens created in connection with the transactions contemplated by this Agreement.

(c) Consolidations, Mergers and Sales of Assets. (i) Consolidate or merge with or into any other Person or (ii) sell, lease or otherwise transfer all or substantially all of its assets to any other Person.

(d) No Changes. Make any change in the character of its business, which change would materially impair the collectibility of any Receivable, without prior written consent of the Agent and each Purchaser Agent, or change its name, identity or corporate structure in any manner which would make any financing statement or continuation statement filed in connection with this Agreement or the transactions contemplated hereby seriously misleading within the meaning of Section 9-507(c) of the UCC of any applicable jurisdiction or other applicable Laws unless it shall have given the Agent (which shall promptly forward a copy to each Purchaser Agent) at least 30 days' prior written notice thereof and unless prior thereto it shall have caused such financing statement or continuation statement to be amended or a new financing statement to be filed such that such financing statement or continuation statement would not be seriously misleading.

(e) Capital Stock. Issue any capital stock except to Schein. The Seller shall not pay any dividends to Schein if such payment would be prohibited under the General Corporation Law of the State of Delaware.

(f) Change in Payment Instructions to Obligors. Except as may be required by the Agent (which shall promptly forward a copy to each Purchaser Agent) pursuant to Section 8.2(b), the Seller will not add or terminate any bank as a Collection Bank, or make any change in

the instructions to Obligor regarding payments to be made to any Lock-Box or Collection Account, unless (i) the Agent (which shall promptly forward a copy to each Purchaser Agent) shall have received, at least ten (10) days before the proposed effective date therefor, (A) written notice of such addition, termination or change and (B) with respect to the addition of a Collection Bank or a Collection Account or Lock-Box, an executed Collection Account Agreement (which is reasonably satisfactory to the Agent) with respect to the new Collection Account or Lock-Box, (ii) with respect to the termination of a Collection Bank or a Collection Account or Lock-Box, the Agent shall have consented thereto (which consent shall not be unreasonably withheld or delayed) and (iii) with respect to any changes in instructions to Obligor regarding payments, the Agent shall have consented thereto; **provided that** the Servicer may make changes in instructions to Obligor regarding payments without any consent if such new instructions require such Obligor to make payments to another existing Lock-Box or Collection Account.

(g) Use of Proceeds. Seller will not use the proceeds of the Purchases for any purpose other than (i) paying for Receivables and Related Security under and in accordance with the Receivables Sale Agreement, including without limitation, making payments on the Subordinated Notes (as defined in the Receivables Sale Agreement) to the extent permitted thereunder and under the Receivables Sale Agreement, (ii) paying its ordinary and necessary operating expenses when and as due, and (iii) making Restricted Junior Payments to the extent permitted under this Agreement.

(h) Termination Date Determination. Seller will not designate the Termination Date (as defined in the Receivables Sale Agreement), or send any written notice to any Originator in respect thereof, without the prior written consent of the Agent and each Purchaser Agent, except with respect to the occurrence of such Termination Date arising pursuant to Section 5.1(e) of the Receivables Sale Agreement.

(i) Restricted Junior Payments. Seller will not make any Restricted Junior Payment if after giving effect thereto, Seller's Net Worth (as defined in the Receivables Sale Agreement) would be less than the Required Capital Amount (as defined in the Receivables Sale Agreement).

(j) Seller Indebtedness. Seller will not incur or permit to exist any Indebtedness or liability on account of deposits except: (i) the Aggregate Unpaid, (ii) the Subordinated Loans (as defined in the Receivables Sale Agreement), and (iii) other current accounts payable arising in the ordinary course of business and not exceeding \$25,000 at any one time and not overdue.

(k) Prohibition on Additional Negative Pledges. The Seller shall not enter into or assume any agreement (other than this Agreement and the other Transaction Documents) prohibiting the creation or assumption of any Lien upon the Purchased Assets except as contemplated by the Transaction Documents, or otherwise prohibiting or restricting any transaction contemplated hereby or by the other Transaction Documents, and the Seller shall not enter into or assume any agreement creating any Lien upon the Subordinated Notes.

Section 7.3 Affirmative Covenants of the Servicer. In addition to its other covenants contained herein or made pursuant hereto, the Servicer covenants with the Agent, each Purchaser Agent and each Purchaser as follows:

(a) Notice of Termination Event. Promptly upon becoming aware of, but in any event no later than two (2) Business Days, any Termination Event or Unmatured Termination Event, the Servicer shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice thereof, together with a written statement of a Responsible Officer setting forth the details thereof and any action with respect thereto taken or contemplated to be taken by such Servicer.

(b) Notice of Material Adverse Change. Promptly upon any Responsible Officer of the Servicer becoming aware thereof, the Servicer shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice of any material adverse change in the business, operations or financial condition of the Servicer which reasonably could be expected to materially adversely affect the collectibility of the Receivables or the ability of the Servicer to perform its obligations under this Agreement.

(c) Preservation of Corporate Existence. The Servicer shall preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification could reasonably be expected to materially adversely affect (i) the interests of the Agent, any Purchaser Agent or any Purchaser hereunder or (ii) the ability of such Servicer to perform its obligations under this Agreement.

(d) Compliance with Laws. The Servicer shall comply in all material respects with all Laws applicable to the Servicer, its business and properties, and all Receivables related to the Receivable Interests.

(e) Enforceability of Obligations. The Servicer shall take such actions as are reasonable and within its power to ensure that, with respect to each Receivable, the obligation of any related Obligor to pay the unpaid balance of such Receivable in accordance with the terms of the related Contract remains legal, valid, binding and enforceable against such Obligor except as otherwise permitted by Section 8.2(d).

(f) Books and Records. The Servicer shall maintain and implement administrative and operating procedures (including, without limitation, the ability to recreate Records evidencing the Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, Records and other information reasonably necessary or advisable for the collection of all applicable Receivables (including, without limitation, Records adequate to permit the identification of all Related Security and Collections and adjustments to each existing Receivable). Upon the request of the Agent or any Purchaser Agent, following the occurrence and continuance of a Termination Event, the Servicer shall deliver to the Agent all Contracts (including, without limitation, all multiple originals of any such Contract constituting an instrument, a certificated security or chattel paper) relating to the Receivables.

(g) Fulfillment of Obligations. The Servicer will duly observe and perform, or cause to be observed or performed, all material obligations and undertakings on its part or on the part of any subservicer to be observed and performed under or in connection with the Receivables (including the delivery of Settlement Reports), will duly observe and perform all material provisions, covenants and other promises required to be observed by it under the Contracts related to such Receivables, will do nothing to impair the rights, title and interest of the Agent, any Purchaser Agent or any Purchaser in and to the Receivable Interests and will pay when due any taxes, including without limitation any sales tax, excise tax or other similar tax or charge, payable in connection with such Receivables and their creation and satisfaction.

(h) Obligor List. The Servicer shall at all times maintain a current list (which may be stored on computer systems or disks) of all Obligor under Contracts related to the applicable Receivables, including the name, address, telephone number and account number of each such Obligor. The list shall be updated as provided in Section 8.5(b) and the Servicer shall deliver or cause to be delivered a copy of such list to the Agent (which shall promptly forward a copy to each Purchaser Agent) as soon as practicable following the Agent's request (but not more frequently than once each calendar quarter unless a Termination Event or Unmatured Termination Event has occurred and is continuing).

(i) Notice of Relocation. The Servicer shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) 30 days' prior written notice of any change of its Location. The Servicer will at all times maintain its Location within a jurisdiction in the United States in which Article 9 of the UCC is in effect as of the date hereof or the date of any such relocation.

(j) Modification of Systems. The Servicer agrees, promptly after the replacement or any material modification of any computer, automation or other operating systems which are used to track, monitor or account for Receivables (in respect of hardware or software) used to perform its services as Servicer or to make any calculations or reports hereunder, to give notice of any such replacement or modification to the Agent (which shall promptly forward a copy to each Purchaser Agent).

(k) Litigation. As soon as possible, and in any event within ten (10) Business Days of the Servicer's knowledge thereof, the Servicer shall give the Agent (which shall promptly forward a copy to each Purchaser Agent) notice of any litigation, investigation or proceeding against the Servicer which may exist at any time which, in the reasonable judgment of the Servicer could reasonably be expected to materially impair the ability of the Servicer to perform its obligations under this Agreement.

(l) ERISA Events. Promptly upon the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to have a material adverse effect on the business, financial condition, operations or properties of Schein and its ERISA Affiliates taken as a whole, Schein shall give the Seller a written notice specifying the nature thereof, what action Schein or any ERISA Affiliate has taken with respect thereto and, when known by Schein, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto.

(m) Separate Corporate Existence. As long as Schein is the Servicer hereunder, the Servicer shall maintain its legal identity separate from the Seller and take such action to ensure that: (A) the management of the Servicer does not anticipate any need for its having to extend advances to the Seller except for those described in the Transaction Documents, if any; (B) the Servicer does not conduct its business in the name of the Seller; (C) the Servicer has a telephone number, stationery and business forms separate from those of the Seller; (D) the Servicer does not provide for its expenses and liabilities to be paid from the funds of the Seller or vice versa; (E) the Servicer is not liable for the payment of any liability of the Seller; (F) neither the assets nor the creditworthiness of the Servicer is held out as being available for the payment of any liability of the Seller; (G) the Servicer maintains an arm's-length relationship with the Seller; and (H) assets are not transferred from the Servicer to the Seller without fair consideration or with the intent to hinder, delay or defraud the creditors of either company.

(n) Audits. At any time, upon reasonable notice to the Servicer (but not more than once per calendar year unless a Termination Event or Unmatured Termination Event has occurred and is continuing), the Servicer shall permit the Agent, together with each Purchaser Agent that wants to participate, or such Person as they may designate, during business hours, to conduct audits or visit and inspect the corporate headquarters of the Servicer located at the location listed on Exhibit III in order to examine the Records, internal controls and procedures maintained by the Servicer and take copies and extracts therefrom, and to discuss the Servicer's affairs with its officers and independent accountants. The Servicer hereby authorizes such officers and independent accountants to discuss with the Agent and each Purchaser Agent, or such Person as they may designate, the affairs of the Servicer. The Seller shall reimburse the Agent and each Purchaser Agent for all reasonable and documented fees, costs and out-of-pocket expenses incurred by or on behalf of the Agent and each Purchaser Agent in connection with up to one (1) such audits and visits for each per calendar year promptly upon receipt of a written invoice therefor; **provided that** following the occurrence and during the continuance of a Termination Event or an Unmatured Termination Event, the Seller shall reimburse the Agent and each Purchaser Agent for all reasonable fees, costs and out-of-pocket expenses incurred by or on behalf of the Agent and each Purchaser Agent in connection with the foregoing actions promptly upon receipt of written invoice therefor regardless of the number of audits or visits in such year. Subject to the requirements of applicable laws, the Agent and each Purchaser Agent agrees to use commercially reasonable precautions to keep confidential, in accordance with its respective customary procedures for handling confidential information, any non-public information supplied to it by the Servicer pursuant to any such audit or visit which is identified by the Servicer as being confidential at the time the same is delivered to the Agent and each Purchaser Agent.

(o) S.E.C. Filings. Promptly upon the written request of the Agent or any Purchaser Agent, provide to the Agent (which shall promptly forward a copy to each Purchaser Agent) copies of all registration statements and annual, quarterly, monthly or other regular reports which Seller or Servicer files with the Securities and Exchange Commission.

(p) Notices. Servicer will notify the Agent (which shall promptly forward a copy to each Purchaser Agent) in writing of any of the following promptly upon learning of the occurrence thereof, describing the same and, if applicable, the steps being taken with respect thereto:

(i) Judgments and Proceedings. (A) (1) The entry of any judgment or decree against Schein or any of its Subsidiaries if the aggregate amount of all judgments and decrees then outstanding against Schein and its Subsidiaries exceeds \$75,000,000 and shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment and after deducting (a) the amount with respect to which Schein or any such Subsidiary, as the case may be, is insured and with respect to which the insurer has assumed responsibility in writing, and (b) the amount for which Schein or any such Subsidiary is otherwise indemnified, and (2) the institution of any material litigation, arbitration proceeding or governmental proceeding against Schein that could reasonably be expected to have a material adverse effect on Schein; and (B) the entry of any material judgment or decree or the institution of any material litigation, arbitration proceeding or governmental proceeding against Seller.

(ii) Termination Date. The occurrence of the "Termination Date" under and as defined in the Receivables Sale Agreement.

(iii) Defaults Under Other Agreements. The occurrence of any default by the Seller with respect to any payment obligation other than any payment obligation under the Transaction Documents in an amount exceeding \$25,000.

(iv) Notices under Receivables Sale Agreement. Copies of all notices to be delivered under the Receivables Sale Agreement.

(q) [Intentionally Omitted].

(r) Financial Statements. In the event that the balance sheet and/or the statements of income and cash flow (as described in Section 5.3(k)) of the Servicer and its Consolidated Subsidiaries are no longer publicly available, Schein shall, within 45 or 90 days of the end of the applicable quarter or Fiscal Year, respectively, provide copies of such balance sheet and/or statements of income and cash flow to the Agent (which shall promptly forward a copy to each Purchaser Agent).

Section 7.4 Negative Covenants of the Servicer. Until the date on which the Aggregate Unpays have been indefeasibly paid in full and this Agreement terminates in accordance with its terms, the Servicer hereby covenants that it will not:

(a) No Rescissions or Modifications. Rescind or cancel any Receivable or related Contract or modify any terms or provisions thereof or grant any Dilution to an Obligor, except in accordance with the Credit and Collection Policy or otherwise with the prior written consent of the Agent, unless such Receivable has been deemed collected pursuant to Section 1.4(a) or repurchased pursuant to the Receivables Sale Agreement.

(b) No Liens. Cause any of the applicable Receivables or related Contracts, or any inventory or goods the sale of which may give rise to a Receivable or any Collection Account or any right to receive any payments received therein or deposited thereto, to be sold, pledged, assigned or transferred or to be subject to a Lien, other than (i) the sale and assignment of the Receivable Interest to the Agent, for the benefit of Secured Parties, (ii) the Liens created in

connection with the transactions contemplated by this Agreement or (iii) Liens in respect of a Receivable which has been deemed collected pursuant to Section 1.4(a) or repurchased pursuant to the Receivables Sale Agreement, and for which payment has been received.

(c) No Changes. Change its name, identity or corporate structure or jurisdiction of formation in any manner which would make any financing statement or continuation statement filed in connection with this Agreement or the transactions contemplated hereby seriously misleading within the meaning of Section 9.507(c) of the UCC of any applicable jurisdiction or other applicable Laws unless it shall have given the Agent (which shall promptly forward a copy to each Purchaser Agent) at least 30 days' prior written notice thereof and unless prior thereto it shall have caused such financing statement or continuation statement to be amended or a new financing statement to be filed such that such financing statement or continuation statement would not be seriously misleading; or make any material change to the Credit and Collection Policy unless (i) the Agent has received prior written notice of such change and (ii) the Agent and the Required Purchaser Agents have consented to such change if such change could reasonably be expected to have a material adverse effect on the collectibility of the Receivables generally or of any material portion of the Receivables.

(d) Consolidations, Mergers and Sales of Assets. (i) Consolidate or merge with or into any other Person or (ii) sell, lease or otherwise transfer all or substantially all of its assets to any other Person; **provided that** the Servicer may merge with another Person if (A) the Servicer is the corporation surviving such merger and (B) immediately after giving effect to such merger, no Termination Event or Unmatured Termination Event shall have occurred and be continuing.

(e) Change in Payment Instructions to Obligors. Except as may be required by the Agent pursuant to Section 8.2(b), the Servicer will not add or terminate any bank as a Collection Bank, or make any change in the instructions to Obligors regarding payments to be made to any Lock-Box or Collection Account, unless (i) the Agent (which shall promptly forward a copy to each Purchaser Agent) shall have received, at least ten (10) days before the proposed effective date thereof, (A) written notice of such addition, termination or change and (B) with respect to the addition of a Collection Bank or a Collection Account or Lock-Box, an executed Collection Account Agreement (which is reasonably satisfactory to the Agent) with respect to the new Collection Account or Lock-Box, (ii) with respect to the termination of a Collection Bank or a Collection Account or Lock-Box, the Agent shall have consented thereto (which consent shall not be unreasonably withheld or delayed) and (iii) with respect to any changes in instructions to Obligors regarding payments, the Agent shall have consented thereto; **provided that** the Servicer may make changes in instructions to Obligors regarding payments without any consent if such new instructions require such Obligor to make payments to another existing Lock-Box or Collection Account.

(f) Prohibition on Additional Negative Pledges. The Servicer shall not enter into or assume any agreement (other than this Agreement and the other Transaction Documents) prohibiting the creation or assumption of any Lien upon the Purchased Assets or otherwise prohibiting or restricting any transaction contemplated hereby or by the other Transaction Documents, and the Servicer shall not enter into or assume any agreement creating any Lien upon the Subordinated Notes.

ARTICLE VIII.

ADMINISTRATION AND COLLECTION

Section 8.1 Designation of Servicer.

(a) The servicing, administration and collection of the Receivables shall be conducted by such Person (the “**Servicer**”) so designated from time to time in accordance with this Section 8.1. Schein is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms of this Agreement. The Agent may, at any time following the occurrence of a Termination Event upon five (5) Business Days’ notice, designate as Servicer any Person (including itself) to succeed Schein or any successor Servicer.

(b) The Servicer may, with the prior written consent of the Agent, delegate its duties and obligations hereunder to any subservicer (each, a “Sub-Servicer”); **provided** that, in each such delegation, (i) such Sub-Servicer shall agree in writing to perform the duties and obligations of the Servicer pursuant to the terms hereof, (ii) the Servicer shall remain primarily liable to the Agent, each Purchaser Agent and each Purchaser for the performance of the duties and obligations so delegated, (iii) the Seller and the Agent, each Purchaser Agent and each Purchaser shall have the right to look to the Servicer (rather than the Sub-Servicer) for performance, and (iv) the terms of any agreement with any Sub-Servicer shall provide that the Agent may terminate such agreement upon the termination of the Servicer hereunder by giving notice of its desire to terminate such agreement to the Servicer (and the Servicer shall provide appropriate notice to such Sub-Servicer).

Section 8.2 Duties of Servicer.

(a) The Servicer shall take or cause to be taken all such actions as may be necessary or advisable to collect each Receivable from time to time, all in accordance with applicable laws, rules and regulations, with reasonable care and diligence, and in accordance with the Credit and Collection Policy.

(b) The Servicer will instruct all Obligor to pay all Collections directly to a Lock-Box or Collection Account. The Servicer shall not direct any cash or payment item other than Collections to be deposited into any Lock-Box or Collection Account. If, despite such direction, any remittances are received in any Lock-Box or Collection Account that shall have been identified, to the satisfaction of the Servicer, to not constitute Collections or other proceeds of the Receivables or the Related Security, the Servicer shall promptly remit such items to the Person identified to it (or by it) as being the owner of such remittances. From and after the date the Agent delivers to any Collection Bank a Collection Notice pursuant to Section 8.3, the Agent may request that the Servicer, and the Servicer thereupon promptly shall, instruct all Obligor with respect to the Receivables to remit all payments thereon to a new depository account specified by the Agent and, at all times thereafter, Seller and the Servicer shall not deposit or otherwise credit, and shall not permit any other Person to deposit or otherwise credit to such new depository account any cash or payment item other than Collections.

(c) The Servicer shall administer the Collections in accordance with the procedures described herein. To the extent any Collections are received directly by the Servicer, the Servicer shall set aside and hold in trust for the account of Seller and the Secured Parties their respective shares of the Collections in accordance with Article II.

(d) The Servicer may, in accordance with the Credit and Collection Policy, extend the maturity of any Receivable or adjust the Outstanding Balance of any Receivable as the Servicer determines in good faith to be appropriate to maximize Collections thereof; **provided that** such extension or adjustment shall not alter the status of such Receivable as a Delinquent Receivable or Defaulted Receivable or limit the rights of the Agent, any Purchaser Agent or any Purchaser under this Agreement.

(e) The Servicer shall hold in trust for Seller and the Agent, each Purchaser Agent and each Purchaser all Records that (i) evidence or relate to the Receivables, the related Contracts and Related Security or (ii) are otherwise necessary or desirable to collect the Receivables and shall, as soon as practicable upon demand of the Agent, deliver or make available to the Agent all such Records, at a place selected by the Agent. The Servicer shall, from time to time at the request of the Agent or any Purchaser Agent, furnish to the Agent and each Purchaser Agent (promptly after any such request) a calculation of the amounts set aside for each Purchaser pursuant to Article II.

(f) Any payment by an Obligor in respect of any indebtedness owed by it to Originator or Seller shall, except as otherwise specified by such Obligor or otherwise required by contract or law and unless otherwise instructed by the Agent, be applied as a Collection of any Receivable of such Obligor (starting with the oldest such Receivable) to the extent of any amounts then due and payable thereunder before being applied to any other receivable or other obligation of such Obligor.

Section 8.3 Collection Notices. The Agent is authorized at any time after the occurrence and during the continuance of a Termination Event to deliver the Collection Notices to the Collection Banks. Seller hereby transfers to the Agent, for the benefit of the Secured Parties, effective when the Agent delivers such notice, the exclusive ownership and control of each Lock-Box and the Collection Accounts and, in connection therewith, agrees to cause each Collection Bank to modify the name on each Lock-Box and Collection Account as requested by the Agent. Seller hereby authorizes the Agent, and agrees that the Agent shall be entitled (i) at any time after delivery of the Collection Notices, to endorse Seller's name on checks and other instruments representing Collections, (ii) at any time after the occurrence of a Termination Event, to enforce the Receivables, the related Contracts and the Related Security, and (iii) at any time after the occurrence and during the continuance of a Termination Event, to take such action as shall be reasonably necessary or desirable to cause all cash, checks and other instruments constituting Collections of Receivables to come into the possession of the Agent rather than Seller or Servicer.

Section 8.4 Responsibilities of Seller. Anything herein to the contrary notwithstanding, the exercise by the Agent, on behalf of Secured Parties, of the Agent's rights hereunder shall not release the Servicer, any Originator or Seller from any of their duties or obligations with respect to any Receivables or under the related Contracts. The Agent, each Purchaser Agent and each Purchaser shall have no obligation or liability with respect to any Receivables or related Contracts, nor shall any of them be obligated to perform the obligations of Seller or any Originator thereunder.

Section 8.5 Settlement Reports.

(a) The Servicer shall prepare and forward to the Agent (with an electronic copy to each Purchaser Agent) (i) on each Settlement Reporting Date, a Settlement Report (certified by an Responsible Officer of the Servicer) and an electronic file of the data contained therein and (ii) at such times as the Agent or any Purchaser Agent shall request, a listing by Obligor of all Receivables together with an aging of such Receivables; **provided that**, if a Termination Event or Unmatured Termination Event has occurred and is continuing, the Agent or any Purchaser Agent may request that the Servicer deliver a Settlement Report (or a specified portion thereof) no less frequently than weekly.

(b) Upon the request of the Agent or any Purchaser Agent (but not more frequently than every quarter), the Servicer shall provide in writing to the Agent (which shall promptly forward a copy to each Purchaser Agent) the list of Obligors under Contracts related to the Receivables including, for each Obligor added to the list, the name, address, telephone number and account number of such Obligor and if there have been changes in the name, address, telephone number or account number of any existing Obligor, the revisions shall be provided.

Section 8.6 Servicing Fee. As compensation for the Servicer's servicing activities on their behalf, the Servicer shall be paid the Servicing Fee in arrears on each Settlement Date out of Collections.

ARTICLE IX.

TERMINATION EVENTS

Section 9.1 Termination Events. The occurrence of any one or more of the following events shall constitute an "**Termination Event**":

(a) the Seller, the Servicer or the Performance Guarantor shall fail to remit or fail to cause to be remitted to the Agent, any Purchaser Agent or any Purchaser (i) on any day when due any payment, prepayment or deposit of any amount to be remitted to reduce the Invested Amount or any portion thereof or (ii) within two (2) Business Days of becoming due, CP Costs, Yield, fees set forth in any Fee Letter or any other Aggregate Unpaid required to be remitted to the Agent, any Purchaser Agent or any Purchaser; or

(b) the Seller or the Servicer shall fail to deliver any Settlement Report and such failure shall continue for three (3) Business Days after the date when such Settlement Report became due; or the Servicer shall fail to perform its duties and obligations as Servicer under the terms of this Agreement or any other Transaction Document and such failure remains unremedied for a period of ten (10) days after either (i) any Responsible Officer of the Servicer becomes aware thereof or (ii) written notice thereof to such Person by the Agent, any Purchaser Agent or any Purchaser;

(c) any representation, warranty, certification or statement made by the Seller, the Servicer or Schein under this Agreement or any other Transaction Document or in any material agreement, certificate, report, appendix, schedule or document furnished by the Seller, the Servicer or Schein to the Agent, any Purchaser Agent or any Purchaser pursuant to or in

connection with this Agreement or any other Transaction Document shall prove to have been false or misleading in any material respect as of the time made or deemed made (including by omission of material information necessary to make such representation, warranty, certification or statement not misleading); or

(d) a Change in Control shall occur with respect to the Performance Guarantor; (ii) Schein shall cease to (A) own 100% of the capital stock of the Seller or (B) own (directly or indirectly) 100% of the capital stock of each Originator (other than Schein); or (iii) Schein shall (A) consolidate or merge with or into any other Person other than as permitted under Section 7.4 hereof or (B) sell, lease or otherwise transfer all or substantially all of its assets to any other Person unless Schein is the survivor of such transaction (unless, in each of clauses (i) through (iii), consented to in writing in advance by Agent in its sole discretion); or

(e) except as otherwise provided in this Section 9.1, the Seller or Schein shall default or fail in the performance or observance of any other covenant, agreement or duty applicable to it contained herein and such default or failure shall continue for ten (10) Business Days after either (i) any Responsible Officer of the Seller or such Originator becomes aware thereof or (ii) written notice thereof to such Person by the Agent, any Purchaser Agent or any Purchaser; or

(i) the Seller shall fail to pay any Indebtedness when due and such failure shall continue beyond the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; (ii) Schein or any of its Consolidated Subsidiaries (other than the Seller) shall fail to pay any Indebtedness in excess of \$75,000,000 of Schein or any of its Consolidated Subsidiaries, as the case may be, or any interest or premium on such Indebtedness, in either case, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; (iii) any other default under any agreement or instrument relating to any such Indebtedness or any other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness unless (A) BTMU is a party to such other agreement or instrument and (B) BTMU and the other requisite lenders thereunder consent to a written waiver of such default or other event in accordance with the terms of such agreement or instrument; or (iv) a final court decision of \$75,000,000 or more shall be rendered against Schein or any of its Consolidated Subsidiaries and (A) such amount remains unpaid and (B) such amount remains undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Schein or any of its Subsidiary to enforce any such judgment; or

(f) (i) the average of the Delinquency Ratios, computed for each of the immediately preceding three months, shall exceed 14.50%; (ii) the average of the Default Ratios, computed for each of the immediately preceding three months, shall exceed 2.00%; (iii) the average of the Dilution Ratios, computed for each of the immediately preceding three months, shall exceed 6.25%; or (iv) the average of the Portfolio Turnover, computed for each of the immediately preceding three months shall exceed 45 days; or

(g) there shall be pending any litigation, investigation or proceeding, which the Seller is required to disclose pursuant to Section 7.1(i) hereof, which in the reasonable opinion of the Required Purchaser Agents is likely to materially adversely affect the financial position or results of operations of the Seller or Schein or materially impair the ability of the Seller or Schein to perform its respective obligations under the Transaction Documents; or

(h) there shall have occurred any event or change in the financial condition or operations of the Seller, the Servicer, the Performance Guarantor or Schein which could reasonably be expected to have a material adverse effect on (i) the ability of the Seller, the Servicer, the Performance Guarantor or Schein to perform its obligations under any Transaction Document, (ii) the legality, validity or enforceability of any Transaction Document, (iii) the Agent's security interest in the Receivables generally or in any significant portion of such Receivables or the proceeds thereof, or (iv) the collectibility of the Receivables generally or of any material portion of such Receivables; or

(i) an Event of Bankruptcy shall occur with respect to the Seller, the Servicer, any Originator, the Performance Guarantor or any of Schein's material subsidiaries thereof; or

(j) the Aggregate Invested Amount shall exceed the Purchase Limit and the Seller shall have failed to pay to each Purchaser Agent for the benefit of the related Purchasers within three (3) days an amount to be applied to reduce the Aggregate Invested Amount (ratably, according to each Purchaser's aggregate Invested Amount), such that after giving effect to such payment the Aggregate Invested Amount is less than or equal to the Purchase Limit; or

(k) the Aggregate Investment amount exceeds the then applicable Purchase Limit or the Net Pool Balance shall at any time be less than an amount equal to the sum of (i) the Aggregate Invested Amount plus (ii) the Required Reserve; or

(l) Schein resigns as Servicer; or

(m) Schein shall default or fail in the performance or observance of any of the covenants set forth in Section 8.1 of the Credit Agreement as in effect on September 12, 2012 (without giving effect to any amendment, waiver, termination, supplement or other modification thereof unless consented to by the Agent); or

(n) a final court decision for \$25,000 or more shall be rendered against the Seller; or;

(o) the Performance Guarantor shall default or fail in the performance of any covenant or agreement set forth in the Performance Undertaking; or

(p) the "Termination Date" or any "Termination Event" under and as defined in the Receivables Sale Agreement shall occur under the Receivables Sale Agreement or Schein shall for any reason cease to transfer, or cease to have the legal capacity to transfer, or otherwise be incapable of transferring Receivables to Seller under the Receivables Sale Agreement; or

(q) this Agreement shall terminate in whole or in part (except in accordance with its terms), or shall cease to be effective or to be the legally valid, binding and enforceable obligation of Seller, or any Seller Party shall directly or indirectly contest in any manner such effectiveness, validity, binding nature or enforceability; or

(r) the Performance Undertaking shall cease to be effective or to be the legally valid, binding and enforceable obligation of Performance Guarantor, or Performance Guarantor shall directly or indirectly contest in any manner such effectiveness, validity, binding nature or enforceability of its obligations thereunder; or

(s) the Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Internal Revenue Code with regard to any of the Purchased Assets or any assets of the Seller, Performance Guarantor or any Originator and such lien shall not have been released within seven (7) days, or the PBGC shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the Purchased Assets; or

(t) An ERISA Event shall occur with respect to a Pension Plan or Multiemployer Plan which has resulted in, or could be reasonably expected to have, a material adverse effect on the business, financial condition, operations or properties of Schein and the ERISA Affiliates taken as a whole; or

(u) the Agent for the benefit of the Secured Parties shall cease to have a valid, perfected, first priority security interest in the Receivables, the Related Security, any Collection Account or any Lock-Box.

Section 9.2 Remedies. Upon the occurrence and during the continuation of a Termination Event, the Agent may, or upon the direction of the Required Purchaser Agents shall, take any of the following actions: (i) replace the Person then acting as Servicer, (ii) declare the Facility Termination Date for all Purchaser Groups to have occurred, whereupon Reinvestments shall immediately terminate, all without demand, protest or further notice of any kind, all of which are hereby expressly waived by each Seller Party; **provided that**, upon the occurrence of an Event of Bankruptcy with respect to any Seller Party, the Facility Termination Date for all Purchaser Groups shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by each Seller Party, (iii) deliver the Collection Notices to the Collection Banks, (iv) exercise all rights and remedies of a secured party upon default under the UCC and other applicable laws, and (v) notify Obligors of the Agent's security interest in the Receivables and other Purchased Assets. The aforementioned rights and remedies shall be without limitation, and shall be in addition to all other rights and remedies of the Agent, each Purchaser Agent and each Purchaser otherwise available under any other provision of this Agreement, by operation of law, at equity or otherwise, all of which are hereby expressly preserved, including, without limitation, all rights and remedies provided under the UCC, all of which rights shall be cumulative.

ARTICLE X.

INDEMNIFICATION

Section 10.1 Indemnities by the Seller Parties. Without limiting any other rights that the Agent, any Purchaser Agent, any Purchaser or any Funding Source may have hereunder or under applicable law, (A) Seller hereby agrees to indemnify (and pay upon demand to) the

Agent, each Purchaser Agent, each Purchaser, each Funding Source and each of the respective assigns, officers, directors, members, partners, certificateholders, agents and employees of the foregoing (each, an **“Indemnified Party”**) from and against any and all damages, losses, claims, taxes, liabilities, reasonable and out-of-pocket costs and expenses and for all other amounts payable, including reasonable attorneys’ fees (which attorneys may be employees of any Indemnified Party) and disbursements of one counsel to the affected Indemnified Parties taken as a whole (and solely in the case of any conflict of interest, one additional counsel to the affected Indemnified Parties, taken as a whole) (all of the foregoing being collectively referred to as **“Indemnified Amounts”**) awarded against or incurred by any of them arising out of or as a result of this Agreement or the acquisition, either directly or indirectly, by any Indemnified Party of an interest in the Receivables, and (B) the Servicer hereby agrees to indemnify (and pay upon demand to) each Indemnified Party for Indemnified Amounts awarded against or incurred by any of them arising out of the Servicer’s activities as Servicer hereunder; **excluding, however**, in all of the foregoing instances under the preceding clauses (A) and (B):

(a) Indemnified Amounts to the extent a final judgment of a court of competent jurisdiction holds that such Indemnified Amounts resulted from gross negligence or willful misconduct on the part of the Indemnified Party seeking indemnification;

(b) Indemnified Amounts to the extent resulting from disputes solely between or among Indemnified Parties and their respective Affiliates;

(c) Indemnified Amounts to the extent the same results from losses in respect of Receivables that are uncollectible on account of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor; or

(d) taxes imposed by the jurisdiction in which such Indemnified Party’s principal executive office is located, on or measured by the overall net income of such Indemnified Party to the extent that the computation of such taxes is consistent with the characterization for income tax purposes of the acquisition by any Purchaser of Receivables as a loan or loans by any Purchaser to Seller secured by the Receivables, the Related Security, the Collection Accounts and the Collections, U.S. federal taxes attributable to such Indemnified Party’s failure to comply with Section 1.7(b) or any U.S. federal withholding taxes imposed under FATCA (collectively, **“Excluded Taxes”**);

provided that nothing contained in this sentence shall limit the liability of any Seller Party or limit the recourse of any Indemnified Party to any Seller Party for amounts otherwise specifically provided to be paid by such Seller Party under the terms of this Agreement. Without limiting the generality of the foregoing indemnification, Seller shall indemnify the Indemnified Parties for Indemnified Amounts (including, without limitation, losses in respect of uncollectible receivables, regardless of whether reimbursement therefor would constitute recourse to Seller) relating to or resulting from:

(i) any representation or warranty made by any Seller Party or any Originator (or any officers of any such Person) under or in connection with this Agreement, any other Transaction Document or any other information or report delivered by any such Person pursuant hereto or thereto, which shall have been false or incorrect when made or deemed made;

(ii) the failure by Seller, the Servicer or any Originator to comply with any applicable law, rule or regulation with respect to any Receivable or Contract related thereto, or the nonconformity of any Receivable or Contract included therein with any such applicable law, rule or regulation or any failure of Seller, the Servicer or any Originator to keep or perform any of its obligations, express or implied, with respect to any Contract;

(iii) any failure of Seller, the Servicer or any Originator to perform its duties, covenants or other obligations in accordance with the provisions of this Agreement or any other Transaction Document;

(iv) any products liability, personal injury or damage suit, or other similar claim arising out of or in connection with merchandise, insurance or services that are the subject of any Contract or any Receivable;

(v) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise or service related to such Receivable or the furnishing or failure to furnish such merchandise or services;

(vi) the commingling of Collections of Receivables at any time with other funds;

(vii) any investigation, litigation or proceeding related to or arising from this Agreement or any other Transaction Document, the transactions contemplated hereby, the use of the proceeds of any Purchase, the Purchased Assets or any other investigation, litigation or proceeding relating to Seller, the Servicer or any Originator in which any Indemnified Party becomes involved as a result of any of the transactions contemplated hereby;

(viii) any inability to litigate any claim against any Obligor in respect of any Receivable as a result of such Obligor being immune from civil and commercial law and suit on the grounds of sovereignty or otherwise from any legal action, suit or proceeding;

(ix) any Termination Event of the type described in [Section 9.1\(k\)](#);

(x) any failure of Seller to acquire and maintain legal and equitable title to and ownership of any of the Purchased Assets from the applicable Originator free and clear of any Lien (other than as created under the Transaction Documents); or any failure of Seller to give reasonably equivalent value to any Originator under the Receivables Sale Agreement in consideration of the transfer by such Originator of any Receivable, or any attempt by any Person to void such transfer under statutory provisions or common law or equitable action;

(xi) (A) any failure to vest and maintain vested in the Agent for the benefit of the Secured Parties, or to transfer to the Agent for the benefit of the Secured Parties, a valid first priority perfected security interests in the Purchased Assets, free and clear of any Lien (except as created by the Transaction Documents) and (B) (I) any failure to vest and maintain vested in the Agent for the benefit of the Secured Parties a valid first priority perfected security interests in each Lock-Box and Collection Account, free and clear of any Lien (except as created by the Transaction Documents) and (ii) any failure of a Collection Bank in the performance or observance of any agreement or duty applicable to it in respect of any Collection Account;

(xii) any action or omission by any Seller Party which reduces or impairs the rights of any Indemnified Party with respect to any Purchased Assets or the value of any Purchased Assets;

(xiii) any attempt by any Person to void any Purchase or the Agent's security interest in the Purchased Assets under statutory provisions or common law or equitable action;

(xiv) the failure of any Receivable included in the calculation of the Net Pool Balance as an Eligible Receivable to be an Eligible Receivable at the time so included; and

(xv) (A) any failure of the Seller or any Originator to pay any taxes when due and (B) any taxes related to the Purchase of Receivables by any Purchaser, except for taxes on the income of such Purchaser.

Section 10.2 Increased Cost and Reduced Return. If, after the date hereof, any Regulatory Change shall occur: (i) that subjects any Funding Source to any charge or withholding on or with respect to any Funding Agreement or a Funding Source's obligations under a Funding Agreement, or on or with respect to the Receivables, or changes the basis of taxation of payments to any Funding Source of any amounts payable under any Funding Agreement (except for changes in the rate of tax on the overall net income of a Funding Source or taxes excluded by Section 10.1) or (ii) that imposes, modifies or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of a Funding Source, or credit extended by a Funding Source pursuant to a Funding Agreement or (iii) that imposes any other condition the result of which is to increase the cost to a Funding Source of performing its obligations under a Funding Agreement, or to reduce the rate of return on a Funding Source's capital as a consequence of its obligations under a Funding Agreement, or to reduce the amount of any sum received or receivable by a Funding Source under a Funding Agreement or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, upon demand by the applicable Purchaser Agent, Seller shall pay to such Purchaser Agent, for the benefit of the relevant Funding Source, such amounts charged to such Funding Source or such amounts to otherwise compensate such Funding Source for such increased cost or such reduction. For the avoidance of doubt, if the issuance of Financial Accounting Standards Board's Interpretation No. 46, Statements of Financial Accounting Standards Nos. 166 and 167, any future statements or interpretations issued by the Financial Accounting Standards Board or any successor thereto or any other change in accounting standards or the issuance of any other pronouncement, release or

interpretation, causes or requires the consolidation of all or a portion of the assets and liabilities of the Seller or any Conduit Purchaser with the assets and liabilities of the Agent, any Purchaser Agent or any other Funding Source, such event shall constitute a circumstance on which such Funding Source may base a claim for reimbursement under this Section 10.2.

Section 10.3 Other Costs and Expenses. Seller shall pay to the Agent, each Purchaser Agent and each Purchaser on demand all reasonable costs and out-of-pocket expenses in connection with the preparation, execution, delivery and administration of this Agreement, the transactions contemplated hereby and the other documents to be delivered hereunder, including without limitation, the cost of its auditors auditing the books, records and procedures of Seller or Servicer, rating agency fees, reasonable and documented fees and out-of-pocket expenses of a single independent legal counsel with respect thereto and with respect to providing advice as to their respective rights and remedies under this Agreement. Seller shall pay to the Agent, each Purchaser Agent and each Purchaser on demand any and all reasonable and documented costs and out-of-pocket expenses thereof, if any, including reasonable counsel fees and expenses, in connection with the enforcement of this Agreement and the other documents delivered hereunder and in connection with any restructuring or workout of this Agreement or such documents, or the administration of this Agreement following a Termination Event.

ARTICLE XI.

THE AGENTS

Section 11.1 Appointment and Authorization.

(a) Each Purchaser and Purchaser Agent hereby irrevocably designates and appoints The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the "Agent" hereunder and authorizes the Agent to take such actions and to exercise such powers as are delegated to the Agent hereby and to exercise such other powers as are reasonably incidental thereto. The Agent shall hold, in its name, for the benefit of each Purchaser, ratably, the Receivable Interests. The Agent shall not have any duties other than those expressly set forth herein or any fiduciary relationship with any Purchaser or Purchaser Agent, and no implied obligations or liabilities shall be read into this Agreement, or otherwise exist, against the Agent. The Agent does not assume, nor shall it be deemed to have assumed or relationship of trust or agency with the Seller or Servicer. Notwithstanding any provision of this Agreement or any other Transaction Document to the contrary, in no event shall the Agent ever be required to take any action which exposes the Agent to personal liability or which is contrary to the provisions of any Transaction Document or applicable law.

(b) Each Purchaser hereby irrevocably designates and appoints the respective institution identified as the Purchaser Agent for such Purchaser's Purchaser Group on the signature pages hereto or in the Assumption Agreement or Transfer Supplement pursuant to which such Purchaser becomes a party hereto, and each authorizes such Purchaser Agent to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to such Purchaser Agent by the terms of this Agreement, if any, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Purchaser Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary

relationship with any Purchaser or other Purchaser Agent or the Agent, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of such Purchaser Agent shall be read into this Agreement or otherwise exist against such Purchaser Agent.

(c) Except as otherwise specifically provided in this Agreement, the provisions of this Article XI are solely for the benefit of the Purchaser Agents, the Agent and the Purchasers, and none of the Seller or Servicer shall have any rights as a third-party beneficiary or otherwise under any of the provisions of this Article XI, except that this Article XI shall not affect any obligations which any Purchaser Agent, the Agent or any Purchaser may have to the Seller or the Servicer under the other provisions of this Agreement. Furthermore, no Purchaser shall have any rights as a third-party beneficiary or otherwise under any of the provisions hereof in respect of a Purchaser Agent which is not the Purchaser Agent for such Purchaser.

(d) In performing its functions and duties hereunder, the Agent shall act solely as the agent of the Purchasers and the Purchaser Agents and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Seller or Servicer or any of their successors and assigns. In performing its functions and duties hereunder, each Purchaser Agent shall act solely as the agent of its respective Purchaser and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Seller, the Servicer, any other Purchaser, any other Purchaser Agent or the Agent, or any of their respective successors and assigns.

Section 11.2 Delegation of Duties. The Agent may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 11.3 Exculpatory Provisions. None of the Purchaser Agents, the Agent or any of their directors, officers, members, partners, certificateholders, agents or employees shall be liable for any action taken or omitted (i) with the consent or at the direction of the Required Purchaser Agents (or in the case of any Purchaser Agent, the Purchasers within its Purchaser Group that have a majority of the aggregate Commitment of such Purchaser Group) or (ii) in the absence of such Person's gross negligence or willful misconduct. The Agent shall not be responsible to any Purchaser, Purchaser Agent or other Person for (i) any recitals, representations, warranties or other statements made by the Seller, Servicer, or any of their Affiliates, (ii) the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Transaction Document, (iii) any failure of the Seller, the Servicer, any Originator or any of their Affiliates to perform any obligation hereunder or under the other Transaction Documents to which it is a party (or under any Contract), or (iv) the satisfaction of any condition specified in any Transaction Document. The Agent shall not have any obligation to any Purchaser or Purchaser Agent to ascertain or inquire about the observance or performance of any agreement contained in any Transaction Document or to inspect the properties, books or records of the Seller, Servicer, Originator or any of their Affiliates.

Section 11.4 Reliance by Agents.

(a) Each Purchaser Agent and the Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or other writing or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person and upon advice and statements of legal counsel (including counsel to the Seller or Servicer), independent accountants and other experts selected by the Agent. Each Purchaser Agent and the Agent shall in all cases be fully justified in failing or refusing to take any action under any Transaction Document unless it shall first receive such advice or concurrence of the Required Purchaser Agents (or, in the case of any Purchaser Agent, the Purchasers within its Purchaser Group that have a majority of the aggregate Commitment of such Purchaser Group), and assurance of its indemnification, as it deems appropriate.

(b) The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Required Purchaser Agents or all Purchaser Agents, and such request and any action taken or failure to act pursuant thereto shall be binding upon all Purchasers and Purchaser Agents.

(c) The Purchasers within each Purchaser Group with a majority of the Commitment of such Purchaser Group shall be entitled to request or direct the related Purchaser Agent to take action, or refrain from taking action, under this Agreement on behalf of such Purchasers. Such Purchaser Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of such majority Purchasers, and such request and any action taken or failure to act pursuant thereto shall be binding upon all of such Purchaser Agent's Purchasers.

(d) Unless otherwise advised in writing by a Purchaser Agent or by any Purchaser on whose behalf such Purchaser Agent is purportedly acting, each party to this Agreement may assume that (i) such Purchaser Agent is acting for the benefit of each of the Purchasers in respect of which such Purchaser Agent is identified as being the "Purchaser Agent" in the definition of "Purchaser Agent" hereto, as well as for the benefit of each assignee or other transferee from any such Person, and (ii) each action taken by such Purchaser Agent has been duly authorized and approved by all necessary action on the part of the Purchasers on whose behalf it is purportedly acting. Each Purchaser Agent and its related Purchasers shall agree amongst themselves as to the circumstances and procedures for removal, resignation and replacement of such Purchaser Agent.

Section 11.5 Notice of Termination Events. Neither any Purchaser Agent nor the Agent shall be deemed to have knowledge or notice of the occurrence of any Termination Event or Unmatured Termination Event unless such Purchaser Agent or Agent has received notice from any Purchaser, Purchaser Agent, the Servicer or the Seller stating that a Termination Event or Unmatured Termination Event has occurred hereunder and describing such Termination Event or Unmatured Termination Event. In the event that the Agent receives such a notice, it shall promptly give notice thereof to each Purchaser Agent whereupon each such Purchaser Agent shall promptly give notice thereof to its Purchasers. In the event that a Purchaser Agent receives such a notice (other than from the Agent), it shall promptly give notice thereof to the Agent. The Agent shall take such action concerning a Termination Event or Unmatured Termination Event as may be directed by the Required Purchaser Agents (unless such action otherwise requires the

consent of all Purchaser Agents), but until the Agent receives such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, as the Agent deems advisable and in the best interests of the Purchasers and Purchaser Agents.

Section 11.6 Non-Reliance on Agent, Purchaser Agents and Other Purchasers. Each Purchaser expressly acknowledges that none of the Agent, the Purchaser Agents nor any of their respective officers, directors, members, partners, certificateholders, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Agent or any Purchaser Agent hereafter taken, including any review of the affairs of the Seller, Servicer or any Originator, shall be deemed to constitute any representation or warranty by the Agent or such Purchaser Agent, as applicable. Each Purchaser represents and warrants to the Agent and the Purchaser Agents that, independently and without reliance upon the Agent, the Purchaser Agents or any other Purchaser and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Seller, the Servicer or the Originators, and the Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items specifically required to be delivered hereunder, the Agent shall not have any duty or responsibility to provide any Purchaser Agent with any information concerning the Seller, Servicer or the Originators or any of their Affiliates that comes into the possession of the Agent or any of its officers, directors, members, partners, certificateholders, employees, agents, attorneys-in-fact or Affiliates.

Section 11.7 Agents and Affiliates. Each of the Purchasers and the Agent and their Affiliates may extend credit to, accept deposits from and generally engage in any kind of banking, trust, debt, entity or other business with the Seller, the Servicer or any Originator or any of their Affiliates. With respect to the acquisition of the Eligible Receivables pursuant to this Agreement, each of the Purchaser Agents and the Agent shall have the same rights and powers under this Agreement as any Purchaser and may exercise the same as though it were not such an agent, and the terms "Purchaser" and "Purchasers" shall include, to the extent applicable, each of the Purchaser Agents and the Agent in their individual capacities.

Section 11.8 Indemnification. Each Related Committed Purchaser shall indemnify and hold harmless the Agent (but solely in its capacity as Agent) and its officers, directors, members, partners, certificateholders, employees, representatives and agents (to the extent not reimbursed by the Seller, the Servicer or any Originator and without limiting the obligation of the Seller, the Servicer, or any Originator to do so), ratably (based on its Commitment) from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses and disbursements of any kind whatsoever (including in connection with any investigative or threatened proceeding, whether or not the Agent or such Person shall be designated a party thereto) that may at any time be imposed on, incurred by or asserted against the Agent or such Person as a result of, or related to, any of the transactions contemplated by the Transaction Documents or the execution, delivery or performance of the Transaction Documents or any other document furnished in connection therewith (but excluding any such liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses or disbursements resulting solely from the gross negligence or willful misconduct of the Agent or such Person as finally determined by a court of competent jurisdiction).

Section 11.9 Successor Agent. The Agent may, upon at least five (5) days notice to the Seller and each Purchaser and Purchaser Agent, resign as Agent. Such resignation shall not become effective until a successor agent is appointed by the Required Purchasers and has accepted such appointment. Upon such acceptance of its appointment as Agent hereunder by a successor Agent, such successor Agent shall succeed to and become vested with all the rights and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under the Transaction Documents. After any retiring Agent's resignation hereunder, the provisions of Article X and this Article XI shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Agent.

ARTICLE XII.

ASSIGNMENTS AND PARTICIPATIONS

Section 12.1 Successors and Assigns; Participations; Assignments.

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise provided herein, no Seller Party may assign or transfer any of its rights or delegate any of its duties hereunder or under any Transaction Document without the prior consent of the Agent and the Purchaser Agents.

(b) Participations. Except as otherwise specifically provided herein, any Purchaser may sell to one or more Persons (each, a "**Participant**") participating interests in the interests of such Purchaser hereunder; **provided that**, no Purchaser shall grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Transaction Document. Such Purchaser shall remain solely responsible for performing its obligations hereunder, and the Seller, each Purchaser Agent and the Agent shall continue to deal solely and directly with such Purchaser in connection with such Purchaser's rights and obligations hereunder. A Purchaser shall not agree with a Participant to restrict such Purchaser's right to agree to any amendment hereto, except amendments that require the consent of all Purchasers.

(c) Assignments by Certain Related Committed Purchasers. Any Related Committed Purchaser may assign to one or more Persons (each, a "**Purchasing Related Committed Purchaser**"), reasonably acceptable to the related Purchaser Agent, any portion of its Commitment pursuant to a supplement hereto, substantially in the form of Exhibit VIII with any changes as have been approved by the parties thereto (each, a "**Transfer Supplement**"), executed by each such Purchasing Related Committed Purchaser, such selling Related Committed Purchaser, such related Purchaser Agent and the Agent and, so long as no Termination Event has occurred and is continuing, with the consent of Seller (which consent shall not be unreasonably withheld). Any such assignment by Related Committed Purchaser cannot be for an amount less than \$10,000,000. Upon (i) the execution of the Transfer Supplement, (ii) delivery of an executed copy thereof to the Seller, such related Purchaser Agent and the Agent and (iii) payment by the Purchasing Related Committed Purchaser to the selling Related Committed Purchaser of the agreed purchase price, if any, such selling Related Committed Purchaser shall be released from its obligations hereunder to the extent of such assignment and such Purchasing Related Committed Purchaser shall for all purposes be a Related Committed Purchaser party

hereto and shall have all the rights and obligations of a Related Committed Purchaser hereunder to the same extent as if it were an original party hereto. The amount of the Commitment of the selling Related Committed Purchaser allocable to such Purchasing Related Committed Purchaser shall be equal to the amount of the Commitment of the selling Related Committed Purchaser transferred regardless of the purchase price, if any, paid therefor. The Transfer Supplement shall be an amendment hereof only to the extent necessary to reflect the addition of such Purchasing Related Committed Purchaser as a "Related Committed Purchaser" and any resulting adjustment of the selling Related Committed Purchaser's Commitment.

(d) Assignments to Liquidity Providers and other Funding Source Providers. Any Conduit Purchaser may at any time transfer or grant to one or more of its Liquidity Providers or other Funding Source participating interests (or voting rights or a security interest and right of foreclosure thereon) in its portion of the Receivable Interests. In the event of any such transfer or grant by such Conduit Purchaser of a participating interest to a Liquidity Provider or other Funding Source, such Conduit Purchaser shall remain responsible for the performance of its obligations hereunder. The Seller agrees that each Liquidity Provider and Funding Source of any Conduit Purchaser hereunder shall be entitled to the benefits of Section 1.6.

(e) Other Assignment by Uncommitted Purchasers. Each party hereto agrees and consents (i) to any Uncommitted Purchaser's assignment, participation, grant of security interests in or other transfers of any portion of, or any of its beneficial interest in, the Receivable Interests (or portion thereof), including without limitation to any collateral agent in connection with its commercial paper program, if any, and (ii) to the complete assignment by any Uncommitted Purchaser of all of its rights and obligations hereunder to any other Person with prior notice to the other parties hereto, and upon such assignment such Uncommitted Purchaser shall be released from all obligations and duties, if any, hereunder; **provided that**, such Uncommitted Purchaser may not, without the prior consent of its Related Committed Purchasers (and, in the case of any assignment by an Uncommitted Purchaser that is not a Conduit Purchaser, unless a Termination Event has occurred and is continuing, the Seller), make any such transfer of its rights hereunder unless the assignee (i) if it is a Conduit Purchaser, is principally engaged in the purchase of assets similar to the assets being purchased hereunder, (ii) has as its Purchaser Agent the Purchaser Agent of the assigning Uncommitted Purchaser and (iii) if it is a Conduit Purchaser, issues commercial paper with credit ratings substantially comparable to the ratings of the assigning Conduit Purchaser and, **provided, further**, that no such consent of the Seller shall be required if the assignee is a Purchaser, an Affiliate of a Purchaser or an Approved Fund. Any assigning Uncommitted Purchaser shall deliver to any assignee a Transfer Supplement with any changes as have been approved by the parties thereto, duly executed by such Uncommitted Purchaser, assigning any portion of its interest in the Receivable Interests to its assignee. Such Uncommitted Purchaser shall promptly (i) notify each of the other parties hereto of such assignment and (ii) take all further action that the assignee reasonably requests in order to evidence the assignee's right, title and interest in such interest in the Receivable Interests and to enable the assignee to exercise or enforce any rights of such Uncommitted Purchaser hereunder. Upon the assignment of any portion of its interest in the Receivable Interests, the assignee shall have all of the rights hereunder with respect to such interest.

(f) Opinions of Counsel. If required by the Agent or the applicable Purchaser Agent or to maintain the ratings of any Conduit Purchaser, each Transfer Supplement must be accompanied by an opinion of counsel of the assignee as to such matters as the Agent or such Purchaser Agent may reasonably request.

ARTICLE XIII.

MISCELLANEOUS

Section 13.1 Waivers and Amendments.

(a) No failure or delay on the part of the Agent, any Purchaser Agent or any Purchaser in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies herein provided shall be cumulative and nonexclusive of any rights or remedies provided by law. Any waiver of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.

(b) No provision of any Transaction Document may be amended, supplemented, modified or waived except in writing in accordance with the provisions of this Section 13.1(b). Seller and the Agent, with the consent of the Required Purchaser Agents, may enter into written modifications or waivers of any provisions of any Transaction Document; provided that, no such modification or waiver shall:

(i) without the consent of each Purchaser adversely affected thereby, (A) extend the Facility Termination Date for the related Purchaser Group or the date of any payment or deposit of Collections by Seller or the Servicer, (B) reduce the rate or extend the time of payment of Yield or any CP Costs (or any component of Yield or CP Costs), (C) change any fee payable to such Purchaser, (D) change the Invested Amount of any Receivable Interest, (E) amend, modify or waive any provision of the definition of Required Purchaser Agents, Section 9.1, Section 12.1(d), Section 12.1(e), this Section 13.1(b), Section 13.5, Section 13.6(b) or Section 13.12, (F) consent to or permit the assignment or transfer by Seller of any of its rights and obligations under this Agreement, (G) change the definition of "Available Commitment", "Commitment", "Eligible Receivable", "Liquidity Agreement", "Concentration Percentage", "Excess Concentration", "Purchase Limit", "Purchase Price" or "Required Reserve", or (H) amend or modify any defined term (or any defined term used directly or indirectly in such defined term) used in clauses (A) through (G) above in a manner that would circumvent the intention of the restrictions set forth in such clauses; or

(ii) without the written consent of the Agent and each Purchaser Agent, amend, modify or waive any provision of any Transaction Document if the effect thereof is to affect the rights (including, without limitation, fees and indemnities) or duties of such Agent or Purchaser Agent.

Notwithstanding any of the foregoing to the contrary, the Seller and the Agent, without the consent of any Purchaser or Purchaser Agent, may enter into any amendment, modification or waiver of any Transaction Document, or enter into any new agreement or instrument, to (i) effect the granting, perfection, protection, expansion or enhancement of any security interest in any

Purchased Assets for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or (ii) correct any obvious error or omission of a technical nature, in each case that is immaterial (as reasonably determined by the Agent and the Seller), in any provision of any Transaction Document, if the same is not objected to in writing by the Required Purchaser Agents within five (5) Business Days following receipt of notice thereof.

Section 13.2 Notices. Except as provided in this Section 13.2, all communications and notices provided for hereunder shall be in writing (including bank wire, telecopy or electronic facsimile transmission or similar writing) and shall be given to the other parties hereto at their respective addresses or telecopy numbers set forth on the signature pages hereof or at such other address or telecopy number as such Person may hereafter specify for the purpose of notice to each of the other parties hereto. Each such notice or other communication shall be effective (i) if given by telecopy, upon the receipt thereof, (ii) if sent via U.S. certified or registered mail, three (3) Business Days after the time such communication is deposited in the mail with first class postage prepaid or (iii) if given by any other means, when received at the address specified in this Section 13.2. If the written confirmation differs from the action taken by the Agent or any Purchaser Agent, the records of such Agent or Purchaser Agent shall govern absent manifest error.

Section 13.3 Protection of Agent's Security Interest.

(a) Seller agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may be necessary, or that the Agent or any Purchaser Agent may reasonably request, to perfect, protect or more fully evidence the Agent's security interest in the Purchased Assets, or to enable the Agent, any Purchaser Agent or any Purchaser to exercise and enforce their rights and remedies hereunder. At any time after the occurrence and during the continuance of a Termination Event, the Agent may, or the Agent may direct Seller or the Servicer to, notify the Obligors of Receivables, at Seller's expense, of the ownership or security interests of the Agent (for the benefit of the Secured Parties) under this Agreement and may also direct that payments of all amounts due or that become due under any or all Receivables be made directly to the Agent or its designee.

(b) If any Seller Party fails to perform any of its obligations under Section 13.3(a), the Agent, any Purchaser Agent or any Purchaser may (but shall not be required to) perform, or cause performance of, such obligations, and the costs and expenses incurred in connection therewith shall be payable by Seller as provided in Section 10.3. Each Seller Party irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent, and appoints the Agent as its attorney-in-fact, to act on behalf of such Seller Party, in any case only after the occurrence and during the continuance of a Termination Event, (i) to execute on behalf of Seller as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Agent for the benefit of the Secured Parties in the Receivables and the other Purchased Assets and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Purchased Assets as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the

Purchased Assets, for the benefit of the Secured Parties. The Agent shall provide the Seller with copies of any such filings. This appointment is coupled with an interest and is irrevocable. Each of the Seller Parties (A) hereby authorizes the Agent to file financing statements and other filing or recording documents with respect to the Receivables and the other Purchased Assets (including any amendments thereto, or continuation or termination statements thereof), without the signature or other authorization of such Seller Party, in such form and in such offices as the Agent reasonably determines appropriate to perfect or maintain the perfection of the security interest of the Agent hereunder, (B) acknowledges and agrees that it is not authorized to, and will not, file financing statements or other filing or recording documents with respect to the Receivables and the other Purchased Assets (including any amendments thereto, or continuation or termination statements thereof), without the express prior written approval by the Agent, consenting to the form and substance of such filing or recording document, and (C) approves, authorizes and ratifies any filings or recordings made by or on behalf of the Agent in connection with the perfection of the security interests in favor of Seller or the Agent.

Section 13.4 Confidentiality.

(a) Each of the parties hereto shall maintain and shall cause each of its employees, members, partners, certificateholders and officers to maintain the confidentiality of the Agreement and all information with respect to the other parties, including all information regarding their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated herein, except that each such party and its directors, officers, members, partners, certificateholders and employees may (i) disclose such information to its accountants, attorneys, investors, potential investors, credit enhancers to the Purchasers and the agents or advisors of such Persons (**“Excepted Persons”**); **provided that** each Excepted Person shall, as a condition to any such disclosure, agree for the benefit of the parties hereto that such information shall be used solely in connection with such Excepted Person’s evaluation of, or relationship with, the Seller and its affiliates, (ii) disclose the existence of the Agreement, but not the financial terms thereof, (iii) disclose such information as required pursuant to any law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or proceedings (whether or not having the force or effect of law), (iv) disclose such information to any rating agency rating the Commercial Paper and any other nationally recognized statistical rating organization as contemplated in Section 17g-5 of the Securities Exchange Act of 1934 and (v) disclose the Agreement and such information in any suit, action, proceeding or investigation (whether in law or in equity or pursuant to arbitration) involving any of the Transaction Documents for the purpose of defending itself, reducing its liability, or protecting or exercising any of its claims, rights, remedies, or interests under or in connection with any of the Transaction Documents; **provided further that** the Persons permitted to make such disclosures under clauses (iii) and (v) shall also include credit enhancers to the Purchasers. It is understood that the financial terms that may not be disclosed except in compliance with this Section 13.4(a) include, without limitation, all fees and other pricing terms, and all Termination Events and priority of payment provisions.

(b) Anything herein to the contrary notwithstanding, each Seller Party hereby consents to the disclosure of any nonpublic information with respect to it obtained in connection with the transactions contemplated herein (i) to the Agent, any Liquidity Agent, any Purchaser, any Purchaser Agent or any Funding Source by each other, (ii) by the Agent, any Liquidity Agent, any Purchaser, any Purchaser Agent or any Funding Source to any prospective or actual

assignee or participant of any of them or (iii) by the Agent, any Liquidity Agent, any Purchaser, any Purchaser Agent or any Funding Source to any rating agency, commercial paper dealer or provider of a surety, guaranty or credit or liquidity enhancement to a Purchaser and to any officers, directors, members, partners, certificateholders, employees, accountants, advisors, and attorneys of any of the foregoing, **provided that** each such Person is informed of the confidential nature of such information and agrees for the benefit of the parties hereto that such information shall be used solely in connection with such Person's evaluation. In addition, the Agent, any Liquidity Agent, any Purchaser, any Purchaser Agent, any Funding Source or provider of a surety, guaranty or credit or liquidity enhancement to a Purchaser may disclose any such nonpublic information as required pursuant to any law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or proceedings (whether or not having the force or effect of law).

(c) Notwithstanding anything herein to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, (ii) disclosure of any and all information if required to do so by any applicable statute, law, rule or regulation, or (iii) any other disclosure authorized by the Seller or Servicer.

Section 13.5 Bankruptcy Petition. Each party hereto hereby covenants and agrees that prior to the date which is one year and one day after the payment in full of all outstanding commercial paper notes or other indebtedness of each Conduit Purchaser, it will not institute against or join any other Person in instituting against such Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States.

Section 13.6 Limitation of Liability. (a) No claim may be made by any party hereto against any other party hereto or any Funding Source or their respective Affiliates, directors, officers, members, partners, certificateholders, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each party hereto hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor, and (b) no Conduit Purchaser shall have any obligation to pay any amounts owing hereunder unless and until such Purchaser has received such amounts pursuant to its portion of the Receivable Interests and such amounts are not necessary to pay outstanding commercial paper notes or other outstanding indebtedness of such Purchaser. Each party hereto hereby agrees that no liability or obligation of any Conduit Purchaser hereunder for fees, expenses or indemnities shall constitute a claim (as defined in Section 101 of Title 11 of the United States Bankruptcy Code) against such Purchaser unless such Purchaser has received cash from its portion of the Receivable Interests sufficient to pay such amounts, and such amounts are not necessary to pay outstanding commercial paper notes or other indebtedness of such Purchaser.

Section 13.7 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW EXCEPT TO THE EXTENT THAT THE PERFECTION OF THE OWNERSHIP INTEREST

OF SELLER OR THE OWNERSHIP OR SECURITY INTEREST OF THE AGENT (FOR THE BENEFIT OF THE SECURED PARTIES) IN ANY OF THE COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 13.8 CONSENT TO JURISDICTION. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK COUNTY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT EXECUTED BY SUCH PERSON PURSUANT TO THIS AGREEMENT, AND EACH SUCH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT, ANY PURCHASER AGENT OR ANY PURCHASER TO BRING PROCEEDINGS AGAINST ANY SELLER PARTY IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY SELLER PARTY AGAINST THE AGENT, ANY PURCHASER AGENT OR ANY PURCHASER OR ANY AFFILIATE OF THE AGENT, ANY PURCHASER AGENT OR ANY PURCHASER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED BY SUCH SELLER PARTY PURSUANT TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

Section 13.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, ANY DOCUMENT EXECUTED BY ANY SELLER PARTY PURSUANT TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER.

Section 13.10 Integration; Binding Effect; Survival of Terms.

(a) This Agreement and each other Transaction Document contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy). This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until terminated in accordance with its terms; **provided that** the rights and remedies with respect to (i) any breach of any representation and warranty made by any Seller Party pursuant to Article V, (ii) the indemnification and payment provisions of Article X, and Section 13.4, Section 13.5 and Section 13.6 shall be continuing and shall survive any termination of this Agreement.

(c) Each of the Seller Parties, the Agent, the Purchaser Agents and the Purchasers hereby acknowledges and agrees that the Funding Sources are hereby made express third party beneficiaries of this Agreement and each of the other Transaction Documents as in effect from time to time.

Section 13.11 Counterparts; Severability; Section References. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of a signature page to this Agreement. Any provisions of this Agreement which are 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 not invalidate or render unenforceable such provision in any other jurisdiction. Unless otherwise expressly indicated, all references herein to “*Article*”, “*Section*”, “*Schedule*” or “*Exhibit*” shall mean articles and sections of, and schedules and exhibits to, this Agreement.

Section 13.12 Characterization.

(a) It is the intention of the parties hereto that each Purchase hereunder shall constitute and be treated as an absolute and irrevocable sale, which Purchase shall provide the Agent (for the benefit of the Secured Parties) with the full benefits of ownership of the applicable Receivable Interest. Except as specifically provided in this Agreement, each sale of a Receivable Interest hereunder is made without recourse to Seller; **provided that** (i) Seller shall be liable to the Agent, the Purchaser Agents and the Purchasers for all representations, warranties, covenants and indemnities made by Seller pursuant to the terms of this Agreement, and (ii) such sale does not constitute and is not intended to result in an assumption by the Agent, any Purchaser Agent or any Purchaser or any assignee thereof of any obligation of Seller or any Originator or any other person arising in connection with the Receivables, the Related Security, or the related Contracts, or any other obligations of Seller or any Originator.

(b) In addition to any ownership interest which the Agent or any Purchaser may from time to time acquire pursuant hereto, Seller hereby grants to the Agent, for the benefit of Secured Parties, a valid and perfected security interest in all of Seller’s right, title and interest in, to and under all Receivables now existing or hereafter arising, the Collections, each Lock-Box, each Collection Account, all Related Security, all other rights and payments relating to such Receivables, and all proceeds of any thereof prior to all other liens on and security interests therein to secure the prompt and complete payment of the Aggregate Unpaid. The Agent, on behalf of Secured Parties, shall have, in addition to the rights and remedies that it may have under this Agreement, all other rights and remedies provided to a secured creditor under the UCC and other applicable law, which rights and remedies shall be cumulative.

(c) Notwithstanding Sections 13.12(a) and 13.12(b), for U.S. federal income tax purposes, the parties hereto shall treat and report the Seller’s sales, and the Purchasers’ purchases, of Receivables under the Transaction Documents as one or more secured loans made by the Purchasers to the Seller.

Section 13.13 Federal Reserve. Notwithstanding any other provision of this Agreement to the contrary, any Purchaser Group may, at any time, pledge or grant a security interest in all or any portion of its rights (including, without limitation, any rights to payment of capital and interest) under this Agreement and any other Transaction Document to secure obligations of such Purchaser Group to a Federal Reserve Bank, without notice to or consent of the Seller or the Agent or any other party; **provided that** no such pledge or grant of a security interest shall release a Purchaser Group from any of its obligations hereunder or substitute any such pledgee or grantee for such Purchaser Group as a party hereto.

Section 13.14 Patriot Act. To the extent applicable, each Originator, the Seller and the Servicer hereby represents and warrants that it is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "**Patriot Act**"). No part of the proceeds of the Purchases made hereunder will be used by any Originator, the Seller, the Servicer, or any of their Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in a official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

<signature pages follow>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers or attorneys-in-fact as of the date hereof.

HSFR, INC., as Seller

By: /s/ Ferdinand G. Jahnel

Name: Ferdinand G. Jahnel

Title: Treasurer

Address: HSFR, Inc.
135 Duryea Road
Melville, New York 11747

Attention: Chief Financial Officer

Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036

Attention: Ron D. Franklin, Esq.

Facsimile: (212) 969-2900

HENRY SCHEIN, INC.,
as Servicer

By: /s/ Steven Paladino

Name: Steven Paladino

Title: Executive Vice President and Chief
Financial Officer

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

Attention: Chief Financial Officer

Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036

Attention: Ron D. Franklin, Esq.

Facsimile: (212) 969-2900

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as Agent

By: /s/ Richard Gregory Hurst

Name: Richard Gregory Hurst

Title: Director

Address: The Bank of Tokyo-Mitsubishi UFJ,
Ltd., New York Branch
1251 Avenue of the Americas, 12th
Floor
New York, New York 10020-1104

Attention: Securitization Department

Telephone: (212) 782-6957

Facsimile: (212) 782-6448

VICTORY RECEIVABLES CORPORATION, as
an Uncommitted Purchaser

By: /s/ David V. DeAngelis

Name: David V. DeAngelis

Title: Vice President

Address: Victory Receivables Corporation
c/o Global Securitization Services, LLC
114 West 47th Street, Suite 2310
New York, New York 10036

Attention: Frank B. Bilotta

Telephone: (212) 295-2777

Facsimile: (212) 302-8767

With a copy to: The Bank of Tokyo-Mitsubishi UFJ, Ltd.,
New York Branch
1251 Avenue of the Americas, 12th Floor
New York, New York 10020-1104

Attention: Securitization Department

Telephone: (212) 782-6957

Facsimile: (212) 782-6448

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as Purchaser Agent
for Victory Receivables Corporation

By: /s/ Richard Gregory Hurst

Name: Richard Gregory Hurst

Title: Director

Address: The Bank of Tokyo-Mitsubishi
UFJ, Ltd., New York Branch
1251 Avenue of the Americas, 12th
Floor
New York, New York 10020-1104

Attention: Securitization Department

Telephone: (212) 782-6957

Facsimile: (212) 782-6448

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as Related
Committed Purchaser for Victory Receivables Corporation

By: /s/ Brian McNany

Name: B. McNany

Title: Vice President

Address: The Bank of Tokyo-Mitsubishi UFJ,
Ltd., New York Branch
1251 Avenue of the Americas, 12th
Floor

New York, New York 10020-1104

Attention: Securitization Department

Telephone: (212) 782-6957

Facsimile: (212) 782-6448

Period A Purchase Commitment: \$250,000,000

Period B Purchase Commitment: \$300,000,000

EXHIBIT I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Account Disclosure Letter” means that certain letter from the Seller and the Servicer to the Agent and each Purchaser Agent, setting forth each Lock-Box and Collection Account to which Collections are remitted.

“Adjusted Dilution Ratio” means, as of any day, the average of the Dilution Ratios for the preceding twelve Calculation Periods.

“Affiliate” shall mean, with respect to a Person, any other Person which directly or indirectly controls, is controlled by or is under common control with, such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agent” has the meaning set forth in the preamble to this Agreement.

“Aggregate Invested Amount” means, on any date of determination, the aggregate Invested Amount of all Receivable Interests of all Purchasers outstanding on such date.

“Aggregate Reduction” has the meaning specified in [Section 1.3](#).

“Aggregate Unpaid” means, at any time, an amount equal to the sum of (i) the Aggregate Invested Amount, plus (ii) all Recourse Obligations (whether due or accrued) at such time.

“Agreement” means this Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time.

“Alternate Base Rate” means, for any day for any Purchaser, the rate *per annum* equal to (i) 1.50% above the LIBO Rate or (ii) if the LIBO Rate is not available in accordance with [Section 4.3](#), the greater of (x) the Prime Rate and (y) one-half of one percent (0.50%) above the Federal Funds Effective Rate. For purposes of determining the Alternate Base Rate for any day, changes in the Prime Rate or the Federal Funds Effective Rate shall be effective on the date of each such change.

“Applicable Spread” has the meaning set forth in the Fee Letter.

“Applicable Originator” shall mean the Originator which generated a specific Receivable (or Receivables).

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by a Purchaser, an Affiliate of a Purchaser or an entity or an Affiliate of an entity that administers or manages a Purchaser.

“Assumption Agreement” means an agreement substantially in the form set forth in Exhibit VII to the Agreement.

“Available Commitment” means, with respect to each Related Committed Purchaser, the excess, if any, of such Related Committed Purchaser’s Commitment over the amount funded as of such date by such Related Committed Purchaser hereunder or with respect to outstanding principal of the Receivable Interests under the Liquidity Agreement for the Conduit Purchaser, if any, in the related Purchaser Group.

“Bank Funding” means the funding of a Receivable Interest hereunder by any Purchaser other than through the issuance of Commercial Paper.

“Bank Rate” means, with respect to each Receivable Interest that is funded through a Bank Funding, (a) the LIBO Rate or (b) if the LIBO Rate is not available in accordance with Section 4.3, the Alternate Base Rate.

“Broken Funding Costs” means for any Receivable Interest which: (i) has its Invested Amount reduced (I) if funded with Commercial Paper, without compliance by Seller with the notice requirements hereunder or (II) if funded by reference to the Yield Rate and based upon the LIBO Rate, on any date other than the Settlement Date or (ii) does not become subject to an Aggregate Reduction following the delivery of any Reduction Notice or (iii) is assigned by any Conduit Purchaser to the Liquidity Providers under the related Liquidity Agreement or terminated prior to the date on which it was originally scheduled to end; an amount equal to the excess, if any, of (A) the CP Costs or Yield (as applicable) that would have accrued during the remainder of the Interest Periods or the tranche periods for Commercial Paper determined by the applicable Purchaser Agent to relate to such Receivable Interest (as applicable) subsequent to the date of such reduction, assignment or termination (or in respect of clause (ii) above, the date such Aggregate Reduction was designated to occur pursuant to the Reduction Notice) of the Invested Amount of such Receivable Interest if such reduction, assignment or termination had not occurred or such Reduction Notice had not been delivered, over (B) the sum of (x) to the extent all or a portion of such Invested Amount is allocated to another Receivable Interest, the amount of CP Costs or Yield actually accrued during the remainder of such period on such Invested Amount for the new Receivable Interest, and (y) to the extent such Invested Amount is not allocated to another Receivable Interest, the income, if any, actually received during the remainder of such period by the holder of such Receivable Interest from investing the portion of such Invested Amount not so allocated. In the event that the amount referred to in clause (B) exceeds the amount referred to in clause (A), the relevant Purchaser or Purchasers agree to pay to Seller the amount of such excess (net of any amounts due to such Purchasers). All Broken Funding Costs shall be due and payable hereunder upon written demand.

“BTMU” means The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, in its individual capacity and its successors.

“Business Day” means any day on which banks are not authorized or required to close in New York, New York, and The Depository Trust Company of New York is open for business,

and, if the applicable Business Day relates to any computation or payment to be made with respect to the Yield Rate and based upon the LIBO Rate, any day on which dealings in dollar deposits are carried on in the London interbank market.

“Calculation Period” means each accounting month specified on Exhibit XIV.

“Capitalized Lease” of a Person shall mean any lease of property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

“Change in Control” means any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (A) shall have acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of Schein (other than the aggregate beneficial ownership of the Persons who are officers or directors of Schein as of September 12, 2012) or (B) shall obtain (i) the power (whether or not exercised) to elect a majority of Schein’s directors or (ii) the board of directors of Schein shall not consist of a majority of Continuing Directors.

“Closing Date” April 17, 2013.

“Collection Account” means each concentration account, depository account, lock-box account or similar account in which any Collections are collected or deposited and which is listed on Exhibit I to the Account Disclosure Letter.

“Collection Account Agreement” means an agreement, substantially in the form of Exhibit V, among Servicer, Seller, the Agent and a Collection Bank.

“Collection Bank” means, at any time, any of the banks holding one or more Collection Accounts.

“Collection Notice” means a notice, in substantially the form of Annex A to Exhibit V, from the Agent to a Collection Bank.

“Collections” means, with respect to any Receivable, all cash collections and other cash proceeds in respect of such Receivable, including, without limitation, all Finance Charges or other related amounts accruing in respect thereof and all cash proceeds of Related Security with respect to such Receivable.

“Commercial Paper” means, with respect to any Conduit Purchaser, (a) promissory notes issued by such Conduit Purchaser in the commercial paper market or (b) on any day, any short-term notes or any other form of debt issued by or on behalf of such Conduit Purchaser in the ordinary course of its financing business or obligations pursuant to interest rate basis swaps entered into in connection with the issuance of such short-term notes.

“Commitment” means, with respect to each Related Committed Purchaser, the aggregate maximum amount which such Purchaser is obligated to pay hereunder on account of all Purchases, as set forth below its signature to this Agreement or in the Assumption Agreement or Transfer Supplement pursuant to which it became a Purchaser, as such amount may be modified in connection with any subsequent assignment pursuant to Section 12.1 or in connection with a reduction in the Period A Purchase Limit or Period B Purchase Limit, as applicable, pursuant to Section 1.1(b).

“Commitment Percentage” means, for each Related Committed Purchaser in a Purchaser Group, such Related Committed Purchaser’s Commitment divided by the total of all Commitments of all Related Committed Purchasers in such Purchaser Group.

“Concentration Percentage” means (i) for any Group A Obligor, 10.00%, (ii) for any Group B Obligor, 10.00%, (iii) for any Group C Obligor, 5.00% and (iv) for any Group D Obligor, 2.50%.

“Conduit Purchasers” means each Purchaser that is a commercial paper conduit.

“Consolidated Subsidiary” shall mean, at any date, for any Person, any Subsidiary or other entity the accounts of which would be consolidated under GAAP with those of such Person in its consolidated financial statements as of such date.

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or application for a letter of credit.

“Continuing Directors” means, as to Schein, the directors of Schein as of September 12, 2012, and each other director of Schein whose nomination for election to the Board of Directors of Schein is recommended by a majority of the then Continuing Directors.

“Contract” means, with respect to any Receivable, any and all instruments, agreements, invoices or other writings pursuant to which such Receivable arises or which evidence such Receivable.

“Contractual Dilution” means any amount by which a Receivable is reduced prior to payment by the relevant Obligor as a result of allowances, discounts, sales programs or rebates which are customary and specified in a sales contract or applicable obligor program.

“CP Costs” means, for each day for any Conduit Purchaser (a) the “weighted average cost” (as defined below) for such day related to the issuance of Commercial Paper by such Conduit Purchaser that is allocated, in whole or in part by such Conduit Purchaser, to fund all or part of its Purchases (and which may also be allocated in part to the funding of other assets of such Conduit Purchaser) or (b) any other amount designated as the “CP Costs” for such Conduit Purchaser in an Assumption Agreement or Transfer Supplement pursuant to which such Conduit Purchaser becomes a party (as a Conduit Purchaser) to the Agreement, or any other written agreement among such Conduit Purchaser, the Seller, the Servicer, the related Purchaser Agent and the Agent from time to time. As used in this definition, the “weighted average cost” shall consist of (A) the actual interest rate (or discount) paid to purchasers of Commercial Paper issued by such Conduit Purchaser, together with the commissions of placement agents and dealers in respect of such Commercial Paper, to the extent such commissions are allocated, in

whole or in part, to such Commercial Paper (B) the costs associated with the issuance of such Commercial Paper, including without limitation, issuing and paying agent fees incurred with respect to such Commercial Paper, (C) any incremental carrying costs incurred with respect to Commercial Paper maturing on dates other than those on which corresponding funds are received by such Conduit Purchaser under this Agreement and (D) interest on other borrowing or funding sources by such Conduit Purchaser, including, without limitation, (i) to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market, (ii) bridge loans, (iii) market disruption loans, (iv) subordinate notes and (v) voluntary advance facilities.

“Credit Agreement” means that certain Credit Agreement, dated as of September 12, 2012, among Schein, as borrower, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, HSBC Bank USA, National Association, as syndication agent and U.S. Bank National Association, BTMU, UniCredit Bank AG and The Bank of New York Mellon, as co-documentation agents, as amended, restated, supplemented or otherwise modified from time to time.

“Credit and Collection Policy” means, as applicable, Schein’s credit and collection policies and practices relating to Contracts and Receivables existing on the date hereof and provided to the Agent and each Purchaser Agent, as modified from time to time in accordance with this Agreement.

“Cut-Off Date” means the last day of a Calculation Period.

“Deemed Collections” means Collections deemed received by Seller under Section 1.4(a).

“Default Rate” means a rate per annum equal to the sum of (a) Prime Rate and (b) 1.50%.

“Default Ratio” means, as of any Cut-Off Date, the ratio (expressed as a percentage) computed by dividing (i) the aggregate Outstanding Balance of Receivables which became Defaulted Receivables during the Calculation Period that includes such Cut-Off Date by (ii) the aggregate Outstanding Balance of Receivables originated by the Originators during the Calculation Period occurring four (4) months prior to the Calculation Period ending on such Cut-Off Date.

“Defaulted Receivable” means a Receivable (without duplication): (i) as to which the Obligor thereof has suffered an Event of Bankruptcy; (ii) which, consistent with the Credit and Collection Policy, should be written off Seller’s books as uncollectible; or (iii) as to which any payment, or part thereof, remains unpaid for more than ninety (90) days but equal to or less than one hundred and twenty (120) days from the original due date for such payment (determined without regard to any extension of the due date pursuant to Section 8.2(d)).

“Delinquency Ratio” means, as of any Cut-Off Date, the ratio (expressed as a percentage) computed by dividing (i) the aggregate Outstanding Balance of Receivables which became Delinquent Receivables during the Calculation Period ending on such Cut-Off Date by (ii) the aggregate Outstanding Balance of all Receivables as of such Cut-Off Date.

“Delinquent Receivable” means a Receivable (other than a Defaulted Receivable) as to which any payment, or part thereof, remains unpaid for more than 60 days from the original due date for such payment (determined without regard to any extension of the due date pursuant to [Section 8.2\(d\)](#)).

“Diluted Receivable” means a Receivable which in whole or in part has become a subject of reduction as a result of returned products, defect, dispute, warranty, cash discounts, allowances, rebates, rejections, set off, netting, deficit, failure to perform on the part of the related Originator, adjustment, or any other reason besides reasons pertaining to the credit worthiness of the related Obligor.

“Dilution” means the amount of any reduction or cancellation of the Outstanding Balance of a Receivable as described in [Section 1.4\(a\)](#).

“Dilution Horizon Ratio” means, as of any date, a ratio (expressed as a percentage), computed as of the last day of the most recently ended Calculation Period by dividing (i) the sum of the aggregate amount of gross sales of the Originators generated during the two (2) most recently ended Calculation Periods by (ii) the amount equal to the Non-Defaulted Receivables Balance as of the last day of the most recently ended Calculation Period.

“Dilution Ratio” means, as of any Cut-Off Date, a ratio (expressed as a percentage) computed by dividing (i) the aggregate Outstanding Balance of Receivables that became Diluted Receivables (excluding any portion thereof constituting Contractual Dilution) during the Calculation Period ending on such Cut-Off Date by (ii) the aggregate Outstanding Balance of Receivables generated by the Originators during the Calculation Period immediately prior to the Calculation Period ending on such Cut-Off Date.

“Dilution Reserve Floor Percentage” means the product of:

$$\text{ADR} \times \text{DHR}$$

where:

ADR = Adjusted Dilution Ratio;

DHR = Dilution Horizon Ratio.

“Dilution Spike” means, at any time, the highest three (3) month average Dilution Ratio observed over the previous 12 months.

“Dilution Volatility Ratio” means the product of:

$$((\text{DS} - \text{ADR}) \times \text{DS}/\text{ADR})$$

where:

ADR = Adjusted Dilution Ratio;

DS = Dilution Spike

“Dispute” shall mean any dispute, deduction, claim, offset, defense, counterclaim, set-off or obligation of any kind, contingent or otherwise, relating to a Receivable, including, without limitation, any dispute relating to goods or services already paid for.

“Dollar” and **“\$”** shall mean lawful currency of the United States of America.

“Dynamic Dilution Reserve Percentage” means, at any time, a percentage calculated as follows:

$$((SF \times ADR) + DVR) \times DHR$$

where:

SF = stress factor of 2.00;

ADR = Adjusted Dilution Ratio;

DVR = Dilution Volatility Ratio;

DHR = Dilution Horizon Ratio.

“Dynamic Loss Reserve Percentage” means, at any time, the product of:

$$SF \times LR \times LHR$$

where:

SF = stress factor of 2.00;

LR = the highest three-month average Loss Ratio over the past 12 months;

LHR = Loss Horizon Ratio.

“Eligible Receivable” means, at any time, a Receivable:

(a) which, together with the related Contract, complies with all applicable Laws and other legal requirements, whether Federal, state or local, including, without limitation, to the extent applicable, usury laws, the Federal Consumer Credit Protection Act, the Fair Credit Billing Act, the Federal Truth in Lending Act, and Regulation Z of the Board of Governors of the Federal Reserve System;

(b) which constitutes an “account”, “chattel paper” or a “payment intangible” as defined in the UCC as in effect in the State of New York and the jurisdiction whose Law governs the perfection of the Agent’s (for the benefit of the Secured Parties) ownership and security interest therein, and is not evidenced by an “instrument,” as defined in the UCC as so in effect;

(c) which was originated in connection with a sale of goods or the provision of services by the Applicable Originator in the ordinary course of its business to an Obligor who was approved by the Applicable Originator in accordance with its Credit and Collection Policy, and which Obligor is not an Affiliate of the Seller or the Applicable Originator;

(d) which (i) arises from a Contract and has been billed, or in respect of which the related Obligor is otherwise liable, in accordance with the terms of such Contract and (ii) arises from a Contract that (A) does not require the Obligor under such Contract to consent to the transfer, sale or assignment of the rights and duties of the Applicable Originator or the Seller under such Contract and (B) does not contain any provision that restricts the ability of the Agent, any Purchaser Agent or any Purchaser to exercise its rights under this Agreement (or the Receivables Sale Agreement), including, without limitation, the right to review the Contract;

(e) which constitutes a legal, valid, binding and irrevocable payment obligation of the related Obligor, enforceable in accordance with its terms, and which is not subject to any Disputes or other offsets, counterclaims, defenses or contra accounts; **provided that** (1) if such Dispute, offset, counterclaim, defense or contra accounts affects only a portion of the Outstanding Balance of such Receivable or (2) if such Receivable is subject to Contractual Dilution then such Receivable may be deemed an Eligible Receivable to the extent of the portion of such Outstanding Balance which is not so affected;

(f) which provides for payment in Dollars and is to be paid in the United States by the related Obligor;

(g) with respect to which the related Contract directs (or the Servicer has directed) payment thereof to be sent to a Lock-Box or the Collection Account;

(h) which has not been repurchased by any Originator pursuant to the repurchase provisions of the Receivables Sale Agreement;

(i) which is not a Defaulted Receivable or Delinquent Receivable;

(j) which has a related Obligor (i) for which no more than 35% of the aggregate Outstanding Balances of Receivables owed by such Obligor are greater than 90 days past due and (ii) which is not the subject of a current Event of Bankruptcy and has not been the subject of an Event of Bankruptcy during the prior 24 months unless otherwise agreed to in writing by the Agent and the Required Purchaser Agents;

(k) which has a related Obligor that is a Person domiciled in the United States of America; **provided that** Receivables owed by Obligor not domiciled in the United States are permitted to be Eligible Receivables if the related Obligor is a resident of an OECD country;

(l) which was not originated in or subject to the Laws of a jurisdiction whose Laws would make such Receivable, the related Contract or the sale of the Receivable Interests to the Seller or Agent for the benefit of the Purchasers, or the pledge of the security interest to the Agent (for the benefit of the Secured Parties), hereunder unlawful, invalid or unenforceable and which is not subject to any legal limitation on transfer;

(m) which (i) immediately prior to the sale of such Receivable to the Seller under and in accordance with the Receivables Sale Agreement, was owned solely by the Applicable Originator free and clear of all Liens, except for the Lien arising in connection with the Receivables Sale Agreement, (ii) was transferred to the Seller in a “true sale” or “true contribution” under the Receivables Sale Agreement and (iii) after such sale, is owned solely by the Seller free and clear of all Liens, except for the Lien arising in connection with this Agreement;

(n) for which all goods, services, and other products and transactions in connection with such Receivable have been finally performed or delivered to and accepted by the Obligor without Dispute;

(o) which does not provide the Obligor with the right to obtain any cash advance thereunder;

(p) which by its terms has Invoice Payment Terms of less than 91 days; **provided that** an Extended Term Receivable may be an Eligible Receivable if the Invoice Payment Terms of such Extended Term Receivable do not exceed 180 days;

(q) which is an eligible asset within the meaning of Rule 3a-7 promulgated under the Investment Company Act of 1940, as amended from time to time;

(s) which has terms which have not been modified, impaired, waived, altered, extended or renegotiated since the initial sale or provision of service to an Obligor in any way not expressly permitted for in this Agreement;

(t) which represents all or part of the sales price of merchandise, insurance, services, and goods within the meaning of the Investment Company Act of 1940, Section 3(c)5, as amended, and which is sold by the Applicable Originator in the ordinary course of business; and

(u) for which the purchase of such Receivable is a “current transaction” within Section 3(a)(3) of the Securities Act of 1933.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“**ERISA Affiliate**” means any trade or business (whether or not incorporated) under common control with Schein within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a complete or partial withdrawal from a Multiemployer Plan that results in liability to Schein or any ERISA Affiliate, or the receipt or delivery by Schein or any ERISA Affiliate of any notice with respect to any Multiemployer Plan concerning the imposition of liability as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA; (c) a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (d) the

filing pursuant to Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (e) the PBGC or a plan administrator shall, or shall indicate its intention in writing to Schein or any ERISA Affiliate to, terminate any Pension Plan or appoint a trustee to administer any Pension Plan; (f) Schein or any ERISA Affiliate incurs liability under Title IV of ERISA with respect to the termination of any Pension Plan; (g) a failure by any Pension Plan to satisfy the minimum funding standards (as defined in Section 412 of the Internal Revenue Code or Section 302 of ERISA) applicable to such Pension Plan, in each instance, whether or not waived or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Schein or any ERISA Affiliate.

“Event of Bankruptcy” shall be deemed to have occurred with respect to a Person if either:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee (other than a trustee under a deed of trust, indenture or similar instrument), custodian, sequestrator (or other similar official) for, such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall be adjudicated insolvent, or admit in writing its inability to pay its debts generally as they become due, or, if a corporation or similar entity, its board of directors shall vote to implement any of the foregoing.

“Excepted Persons” has the meaning set forth in [Section 13.4](#).

“Excess Concentration” means, without duplication, the sum of the following amounts:

(a) the sum of the amounts calculated for each of the Obligors equal to the excess (if any) of the aggregate Outstanding Balance of the Eligible Receivables of such Obligor, over the product of (x) such Obligor’s Concentration Percentage, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables; plus

(b) the amount (if any) by which the aggregate Outstanding Balance of all Eligible Receivables owed by Obligors not domiciled in the United States and are residents of an OECD country, exceeds 5.00% of the aggregate Outstanding Balance of all Eligible Receivables; plus

(c) the amount (if any) by which the aggregate Outstanding Balance of all Eligible Receivables that are Extended Term Receivables, exceeds 5.00% of the aggregate Outstanding Balance of all Eligible Receivables; plus

(d) the amount (if any) by which the aggregate Outstanding Balance of all Eligible Receivables that are Government Receivables, exceeds 5.00% of the aggregate Outstanding Balance of all Eligible Receivables; plus

(e) the amount (if any) by which the aggregate Outstanding Balance of all Eligible Receivables originated by (i) Insource, Inc. and (ii) Henry Schein Puerto Rico, Inc., exceeds 5.00% of the aggregate Outstanding Balance of all Eligible Receivables.

“Excluded Taxes” has the meaning set forth in Section 10.1(d).

“Extended Term Receivables” means a Receivable with Invoice Payment Terms greater than 90 days.

“Facility Account” means that certain account of the Seller maintained at The Bank of New York Mellon and as set forth in that certain letter dated as of the date hereof from the Seller to the Purchaser Agents.

“Facility Termination Date” means the earliest to occur of: (a) the Scheduled Facility Termination Date, (b) the date determined pursuant to Section 9.2, (c) the Termination Date and (d) the date the Purchase Limit reduces to zero pursuant to Section 1.1(b) of this Agreement.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code.

“Federal Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as amended and any successor statute thereto.

“Federal Funds Effective Rate” means, for any period for any Purchaser, a fluctuating interest rate *per annum* for each day during such period equal to (i) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the preceding Business Day) by the Federal Reserve Bank of New York in the Composite Closing Quotations for U.S. Government Securities; or (ii) if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 11:30 a.m. (New York time) for such day on such transactions received by the related Purchaser Agent from three federal funds brokers of recognized standing selected by it.

"Fee Letter" means each fee letter with respect to this Agreement among Seller, Schein and the applicable Purchaser Agent, as it may be amended, restated or otherwise modified and in effect from time to time.

"Final Payout Date" means the date on which all Aggregate Unpaid have been paid in full and the Purchase Limit has been reduced to zero.

"Finance Charges" means, with respect to a Contract, any finance, interest, late payment charges or similar charges owing by an Obligor pursuant to such Contract.

"Fiscal Year" shall mean, for accounting purposes of each of the Seller and the Servicer, the following dates: (i) for Fiscal Year 2013, December 30, 2012 until December 28, 2013, (ii) for Fiscal Year 2014, December 29, 2013 until December 27, 2014, (iii) for Fiscal Year 2015, December 28, 2014 until December 26, 2015 and (iv) for Fiscal Year 2016, December 27, 2015 until December 31, 2016.

"Funding Agreement" means (i) this Agreement, (ii) each Liquidity Agreement and (iii) any other agreement or instrument executed by any Funding Source with or for the benefit of any Conduit Purchaser.

"Funding Source" means (i) the Agent, any Purchaser Agent or any Liquidity Provider or (ii) any insurance company, bank or other funding entity providing liquidity, credit enhancement or back-up purchase support or facilities to any Conduit Purchaser.

"GAAP" means generally accepted accounting principles in effect in the United States of America as of the date of this Agreement.

"Government Receivables" shall mean, at the time, any Receivables for which the related Obligor is the United States of America, any State or local government or any Federal or state agency or instrumentality or political subdivision thereof.

"Group A Obligor" means an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) with a short-term rating of at least: (a) "A-1" by Standard & Poor's or, if such Obligor does not have a short-term rating from Standard & Poor's, a rating of "A+" or better by Standard & Poor's on such Obligor's (or, if applicable, its parent's or its majority owner's) long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-1" by Moody's, or, if such Obligor does not have a short-term rating from Moody's, a rating of "A1" or better by Moody's on such Obligor's (or, if applicable, its parent's or its majority owner's) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) receives a split rating from Standard & Poor's and Moody's, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the lower of the two ratings; provided, further, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) is rated by either Standard & Poor's or Moody's, but not both, and satisfies either clause (a) or clause (b) above, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to be a Group B Obligor. Notwithstanding the foregoing, any Obligor that is a Subsidiary or an Affiliate of an Obligor that satisfies the definition of "Group A Obligor" shall be deemed to be a Group A Obligor and shall be aggregated with the

Obligor that satisfies such definition for the purposes of clause (i) of the definition of “Excess Concentration” for such Obligor, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligor.

“Group B Obligor” means an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) that is not a Group A Obligor and that has a short-term rating of at least: (a) “A-2” by Standard & Poor’s or, if such Obligor does not have a short-term rating from Standard & Poor’s, a rating of “BBB+” or better by Standard & Poor’s on such Obligor’s (or, if applicable, its parent’s or its majority owner’s) long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-2” by Moody’s or, if such Obligor does not have a short-term rating from Moody’s, a rating of “Baa1” or better by Moody’s on such Obligor’s (or, if applicable, its parent’s or its majority owner’s) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) receives a split rating from Standard & Poor’s and Moody’s, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the lower of the two ratings; provided, further, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) is rated by either Standard & Poor’s or Moody’s, but not both, and satisfies either clause (a) or clause (b) above, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to be a Group C Obligor. Notwithstanding the foregoing, any Obligor that is a Subsidiary or Affiliate of an Obligor that satisfies the definition of “Group B Obligor” shall be deemed to be a Group B Obligor and shall be aggregated with the Obligor that satisfies such definition for the purposes of clause (i) of the definition of “Excess Concentration” for such Obligor, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligor.

“Group C Obligor” means an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) that is not a Group A Obligor or a Group B Obligor and that has a short-term rating of at least: (a) “A-3” by Standard & Poor’s or, if such Obligor does not have a short-term rating from Standard & Poor’s, a rating of “BBB-” or better by Standard & Poor’s on such Obligor’s (or, if applicable, its parent’s or its majority owner’s) long-term senior unsecured and uncredit-enhanced debt securities, and (b) “P-3” by Moody’s or, if such Obligor does not have a short-term rating from Moody’s, a rating of “Baa3” or better by Moody’s on such Obligor’s (or, if applicable, its parent’s or its majority owner’s) long-term senior unsecured and uncredit-enhanced debt securities; provided, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) receives a split rating from Standard & Poor’s and Moody’s, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to have the lower of the two ratings; provided, further, that if an Obligor (or its parent or majority owner, as applicable, if such parent or majority owner is a guarantor on the related Contract) is rated by either Standard & Poor’s or Moody’s, but not both, and satisfies either clause (a) or clause (b) above, then such Obligor (or its parent or majority owner, as applicable) shall be deemed to be a

Group D Obligor. Notwithstanding the foregoing, any Obligor that is a Subsidiary or Affiliate of an Obligor that satisfies the definition of “Group C Obligor” shall be deemed to be a Group C Obligor and shall be aggregated with the Obligor that satisfies such definition for the purposes of clause (i) of the definition of “Excess Concentration” for such Obligors, unless such deemed Obligor separately satisfies the definition of “Group A Obligor”, “Group B Obligor”, or “Group C Obligor”, in which case such Obligor shall be separately treated as a Group A Obligor, a Group B Obligor or a Group C Obligor, as the case may be, and shall be aggregated and combined for such purposes with any of its Subsidiaries that are Obligors.

“Group Commitment” means, with respect to any Purchaser Group, the aggregate of the Commitments of each Purchaser within such Purchaser Group.

“Group D Obligor” means any Obligor that is not a Group A Obligor, Group B Obligor or Group C Obligor, Any Obligor (or its parent or majority owner, as applicable, if such Obligor is unrated) that is rated by neither Moody’s nor Standard & Poor’s shall be a Group D Obligor.

“Group Invested Amount” means, with respect to any Purchaser Group, an amount equal to the aggregate Invested Amount of all the Purchasers within such Purchaser Group.

“Guarantee” shall mean, as applied to any Indebtedness, (i) a guarantee (other than by endorsement for collection in the ordinary course of business), direct or indirect, in any manner, of any part or all of such Indebtedness or (ii) an agreement, direct or indirect, contingent or otherwise, providing assurance of the payment or performance (or payment of damages in the event of non-performance) of any part or all of such Indebtedness, including, without limiting the foregoing, the payment of amounts drawn down by letters of credit. The amount of any Guarantee shall be deemed to be the maximum amount of the Indebtedness guaranteed for which the guarantor could be held liable under such Guarantee.

“Incremental Purchase” means a purchase of one or more Receivable Interests which increases the total outstanding Aggregate Invested Amount hereunder.

“Indebtedness” of any Person shall mean, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (iii) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (iv) all obligations of such Person issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and due within twelve months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (v) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, **provided that** for purposes hereof the amount of such Indebtedness shall be limited to the greater of (A) the amount of such Indebtedness as to which there is recourse to such Person and (B) the fair market value of the property which is subject to the Lien, (vii) all Guarantees of such Person, (viii) the

principal portion of all obligations of such Person under Capitalized Leases, (ix) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements, commodity purchase or option agreements or other interest or exchange rate or commodity price hedging agreements, (x) the maximum amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (xi) all preferred stock issued by such Person and required by the terms thereof to be redeemed, or for which mandatory sinking fund payments are due by a fixed date, (xii) the principal balance outstanding under any securitization transaction and (xiii) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product to which such Person is a party, where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to such Person for payment of such Indebtedness.

"Indemnified Amounts" has the meaning specified in [Section 10.1](#).

"Indemnified Party" has the meaning specified in [Section 10.1](#).

"Independent Director" means an individual who (A)(i) shall not have been at the time of such individual's appointment as a director, (ii) may not have been at any time during the preceding five (5) years and (iii) shall not be while serving as Independent Director for the Seller (a) a shareholder of, or an officer, director (other than an Independent Director), member, partner, attorney, counsel or employee of, the Seller or any Affiliate thereof, (b) a customer, creditor or contractor of, or supplier to the Seller, or any of its Affiliates, (c) a Person controlling, controlled by or under common control with, any such shareholder, officer, director, member, partner, attorney, counsel, employee, customer or supplier, or (d) a member of the immediate family of any such shareholder, officer, director, member, partner, employee, customer or supplier and (B) shall have (i) prior experience as an independent director, independent manager or independent member and who is provided by CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Company, Lord Securities Corporation or, if none of those companies is then providing professional independent directors, another nationally-recognized company reasonably approved by the Agent, in each case that is not an Affiliate of the Seller and that provides professional independent directors and other corporate services in the ordinary course of its business and (ii) at least three (3) years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

"Interest Period" means with respect to any Receivable Interest funded through a Bank Funding:

(a) the period commencing on the date of the initial funding of such Receivable Interest through a Bank Funding and including on, but excluding, the Business Day immediately preceding the next following Settlement Date; and

(b) thereafter, each period commencing on, and including, the Business Day immediately preceding a Settlement Date and ending on, but excluding, the Business Day immediately preceding the next following Settlement Date.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended from time to time and any successor thereto, and the regulations promulgated and rulings issued thereunder.

“Invested Amount” of any Receivable Interest means, at any time, (A) the Purchase Price of such Receivable Interest paid by the Purchasers, minus (B) the sum of the aggregate amount of Collections and other payments received by the applicable Purchaser Agent which, in each case, are applied to reduce such Invested Amount in accordance with the terms and conditions of this Agreement; **provided that** such Invested Amount shall be restored (in accordance with Section 2.4) in the amount of any Collections or other payments so received and applied if at any time the distribution of such Collections or payments are rescinded, returned or refunded for any reason.

“Invoice Payment Terms” means, with respect to any Receivable, the number of days following the date of the related original invoice by which such Receivable is required to be paid in full, as set forth in such original invoice.

“Law” shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body.

“LIBO Rate” means for any Interest Period either (a) the interest rate per annum designated as The Bank of Tokyo-Mitsubishi UFJ, Ltd. LIBO Rate for a period of time comparable to such Interest Period that appears on the Reuters Screen LIBO Page as of 11:00 a.m. (London, England time) on the second Business Day preceding the first day of such Interest Period or (b) if a rate cannot be determined under clause (a), an annual rate equal to the average (rounded upwards if necessary to the nearest 1/100th of 1%) of the rates per annum at which deposits in U.S. Dollars with a duration comparable to such Interest Period in a principal amount substantially equal to the applicable Rate Tranche are offered to the principal London office of The Bank of Tokyo-Mitsubishi UFJ, Ltd. by three London banks, selected by Agent in good faith, at approximately 11:00 a.m. London time on the second Business Day preceding the first day of such Interest Period.

“Lien” means, in respect of the property of any Person, any ownership interest of any other Person, any mortgage, deed of trust, hypothecation, pledge, lien, security interest, filing of any financing statement, charge or other encumbrance or security arrangement of any nature whatsoever, including, without limitation, any conditional sale or title retention arrangement, and any assignment, deposit arrangement, consignment or lease intended as, or having the effect of, security.

“Liquidity Agent” means each of the banks acting as agent for the various Liquidity Providers under each Liquidity Agreement.

“Liquidity Agreement” means any agreement entered into in connection with this Agreement pursuant to which a Liquidity Provider agrees to make purchases or advances to, or purchase assets from, any Conduit Purchaser in order to provide liquidity for such Conduit Purchaser’s Purchases.

“Liquidity Provider” means each bank or other financial institution that provides liquidity support to any Conduit Purchaser pursuant to the terms of a Liquidity Agreement.

“Location” shall mean, with respect to the Seller, any Originator or the Servicer, the place where the Seller, such Originator or the Servicer, as the case may be, is “located” (within the meaning of Section 9-307, or any analogous provision, of the UCC, in effect in the jurisdiction whose Law governs the perfection of the Agent’s (for the benefit of the Secured Parties) interests in any Purchased Assets).

“Lock-Box” means each locked postal box with respect to which a bank who has executed a Collection Account Agreement has been granted exclusive access for the purpose of retrieving and processing payments made on the Receivables and which is listed on Exhibit I to the Account Disclosure Letter.

“Loss Horizon Ratio” means, as of any Cut-Off Date, the ratio (expressed as a decimal) computed by dividing (i) the aggregate Outstanding Balance of Receivables generated by the Originators during the preceding four Calculation Periods prior to the Calculation Period ending on such Cut-Off Date by (ii) the amount equal to the Non-Defaulted Receivables Balance as of the last day of the most recently ended Calculation Period.

“Loss Ratio” means, as of any Cut-Off Date, the ratio (expressed as a decimal) computed by dividing (i) the aggregate Outstanding Balance of all Defaulted Receivables on such Cut-Off Date by (ii) the aggregate Outstanding Balance of Receivables generated by the Originators during the Calculation Period four months prior to the Calculation Period ending on such Cut-Off Date.

“Loss Reserve Floor” means 10%.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan”, within the meaning of Section 4001(a)(3) of ERISA, to which Schein or any ERISA Affiliate makes, is making, or is obligated to make contributions or, during the preceding three calendar years, has made, or been obligated to make, contributions.

“Net Pool Balance” means, at any time, the aggregate Outstanding Balance of all Eligible Receivables at such time reduced by the Excess Concentration.

“Non-Defaulted Receivables Balance” means an aggregate balance, for a given Calculation Period, of all Receivables as to which no payment, or part thereof, remains unpaid for more than ninety (90) days from the original due date for such payment (determined without regard to any extension of the date due pursuant to Section 8.2(d)).

“Obligor” shall mean, for any Receivable, each and every Person who purchased goods or services on credit under a Contract and who is obligated to make payments to an Originator or the Seller as assignee thereof pursuant to such Contract.

“Obligor Percentage” means, at any time, for each Obligor, a fraction, expressed as a percentage, (a) the numerator of which is the aggregate Outstanding Balance of the Eligible Receivables of such Obligor at such time less the amount (if any) then included in the calculation of the Excess Concentration pursuant to clause (a) of the definition thereof with respect to such Obligor, and (b) the denominator of which is the aggregate Outstanding Balance of all Eligible Receivables at such time.

“Official Body” shall mean any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

“Originator” means each of Schein and each other Person, if any, party to the Receivables Sale Agreement from time to time as a seller.

“Outstanding Balance” of any Receivable at any time means the then outstanding principal balance thereof.

“Participant” has the meaning set forth in Section 12.1(b).

“Patriot Act” has the meaning set forth in Section 13.14.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means a pension plan (as defined in Section 3(2) of ERISA) (other than a Multiemployer Plan) subject to Title IV of ERISA which Schein or any ERISA Affiliate sponsors or maintains, or to which Schein or any of its ERISA Affiliates makes, is making, or is obligated to make contributions, including a multiple employer plan (as described in Section 4064(a) of ERISA), or with respect to which Schein or any of its ERISA Affiliates has any liability, contingent or otherwise.

“Performance Guarantor” means Henry Schein, Inc.

“Performance Undertaking” means that certain Performance Undertaking, dated as of April 17, 2013 by Performance Guarantor in favor of Seller, substantially in the form of Exhibit IX, as the same may be further amended, restated or otherwise modified from time to time.

“Period A” means, for any calendar year, the period commencing on the first Settlement Reporting Date of January and ending on the date immediately preceding the first Settlement Reporting Date in August.

“Period A Purchase Limit” means, initially, \$250,000,000, as such amount may be reduced pursuant to Section 1.1(b) or increased pursuant to Section 1.1(c). References to the unused portion of the Period A Purchase Limit shall mean, at any time, the Period A Purchase Limit minus the then outstanding Aggregate Invested Amount.

“Period B” means, for any calendar year, the period commencing on the first Settlement Reporting Date of August and ending on the date immediately preceding the first Settlement Reporting Date in January.

“Period B Purchase Limit” means, initially, \$300,000,000, as such amount may be reduced pursuant to [Section 1.1\(b\)](#) or increased pursuant to [Section 1.1\(c\)](#). References to the unused portion of the Period B Purchase Limit shall mean, at any time, the Period B Purchase Limit minus the then outstanding Aggregate Invested Amount.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Portfolio Turnover” means, as of any Cut-Off Date, an amount equal to (i) the aggregate Outstanding Balance of all Receivables as of such Cut-Off Date divided by (ii) the product of the (a) the aggregate Outstanding Balance of Receivables generated by the Originators during the Calculation Period including such Cut-Off Date multiplied by (b) 30.

“Prime Rate” means, for any day for any Purchaser, a rate per annum equal to the prime rate of interest announced from time to time by the related Purchaser Agent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

“Proposed Reduction Date” has the meaning set forth in [Section 1.3](#).

“Purchase” means an Incremental Purchase or a Reinvestment.

“Purchase Date” means each Business Day on which a Purchase is made hereunder.

“Purchase Limit” means either (a) during Period A, the Period A Purchase Limit or (b) during Period B, the Period B Purchase Limit. References to the unused portion of the Purchase Limit shall mean, at any time, the Purchase Limit minus the then outstanding Aggregate Invested Amount.

“Purchase Limit Decrease Notice” has the meaning set forth in [Section 1.1\(b\)](#).

“Purchase Notice” has the meaning set forth in [Section 1.2](#).

“Purchase Price” means, with respect to any Incremental Purchase of a Receivable Interest, the amount paid to Seller for such Receivable Interest which shall not exceed the least of (i) the amount requested by Seller in the applicable Purchase Notice, (ii) the unused portion of the Purchase Limit on the applicable Purchase Date and (iii) the excess, if any, of the Net Pool Balance less the Required Reserve on the applicable Purchase Date over the aggregate outstanding amount of Aggregate Invested Amount determined as of the date of the most recent Settlement Report, without taking into account such proposed Incremental Purchase.

“Purchased Assets” means all of Seller’s right, title and interest, whether now owned and existing or hereafter arising in and to all of the Receivables, the Related Security, the Collections and all proceeds of the foregoing.

“Purchaser” means each Uncommitted Purchaser and/or each Related Committed Purchaser, as applicable.

“**Purchaser Agent**” means each Person acting as agent on behalf of a Purchaser Group and designated as a Purchaser Agent for such Purchaser Group on the signature pages to the Agreement or any other Person who becomes a party to this Agreement as a Purchaser Agent pursuant to an Assumption Agreement or a Transfer Supplement.

“**Purchaser Group**” means, for each Purchaser Agent, the Uncommitted Purchaser (if any) and Related Committed Purchasers (if any) (and, to the extent applicable, its related Funding Sources and Indemnified Parties) identified as a “Purchaser Group” for purposes of this Agreement.

“**Purchasers’ Portion**” means, on any date of determination, the sum of the percentages represented by the Receivable Interests of the Purchasers.

“**Purchasing Related Committed Purchaser**” has the meaning set forth in Section 12.1(c).

“**Ratable Share**” means, for each Purchaser Group, such Purchaser Group’s Group Commitments divided by the aggregate Group Commitments of all Purchaser Groups.

“**Receivable**” means all indebtedness and other obligations owed to Seller or any Originator (at the time it arises, and before giving effect to any transfer or conveyance under the Receivables Sale Agreement) or in which Seller or an Originator has a security interest or other interest, including, without limitation, any indebtedness, obligation or interest constituting an account, chattel paper, instrument or general intangible, arising in connection with the sale of goods or the rendering of services by an Originator, and further includes, without limitation, the obligation to pay any Finance Charges (if any) with respect thereto. Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual invoice, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other rights and obligations arising from any other transaction; **provided that** any indebtedness, rights or obligations referred to in the immediately preceding sentence shall be a Receivable regardless of whether the account debtor or Seller treats such indebtedness, rights or obligations as a separate payment obligation.

“**Receivable Interest**” means, at any time, an undivided percentage ownership interest (computed as set forth below) associated with a designated amount of Invested Amount, selected pursuant to the terms and conditions hereof in (i) each Receivable arising prior to the time of the most recent computation or recomputation of such undivided interest, (ii) all Related Security with respect to each such Receivable, and (iii) all Collections with respect to, and other proceeds of, each such Receivable. Each such undivided percentage interest shall equal:

$$\frac{IA \times (1 + \frac{RR}{AIA})}{NPB}$$

where:

IA = the Invested Amount of such Receivable Interest.

AIA = the Aggregate Invested Amount.

NPB = the Net Pool Balance.

RR = the Required Reserve.

Such undivided percentage ownership interest shall be initially computed on its date of purchase. Thereafter, until the Facility Termination Date, each Receivable Interest shall be automatically recomputed (or deemed to be recomputed) on each day prior to the Facility Termination Date. The variable percentage represented by any Receivable Interest as computed (or deemed recomputed) as of the close of the Business Day immediately preceding the Facility Termination Date shall remain constant at all times thereafter.

“Receivables Purchase Agreement” means this Agreement.

“Receivables Sale Agreement” means that certain Receivables Sale Agreement, dated as of the date hereof, among each Originator and the Seller, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

“Recipient” has the meaning set forth in [Section 1.6](#).

“Records” means, with respect to any Receivable, all Contracts and other documents, books, records and other information (including, without limitation, computer programs, tapes, disks, punch cards, data processing software and related property and rights) relating to such Receivable, any Related Security therefor and the related Obligor.

“Recourse Obligations” has the meaning set forth in [Section 2.1](#).

“Reduction Notice” has the meaning set forth in [Section 1.3](#).

“Regulatory Change” means, after the date of this Agreement (i) adoption of any United States (federal, state or municipal) or foreign laws, regulations (including any applicable law, rule or regulation regarding capital adequacy) or accounting principles, (ii) the adoption or making of any interpretations, guidance, directives or requests of or under any United States (federal, state or municipal) or foreign laws, regulations (whether or not having the force of law) or accounting principles by any court, governmental or monetary authority, or accounting board or authority (whether or not part of government) charged with the establishment, interpretation or administration thereof or (iii) the compliance, implementation or application by any Funding Source, Indemnified Party or Purchaser of any of the foregoing [clauses](#) (i) or (ii). For the avoidance of doubt and notwithstanding anything to the contrary contained herein, any interpretation of, or compliance, implementation or application by, whether commenced prior to or after the date hereof, any Funding Source, Indemnified Party or Purchaser with any of the following existing laws, including any rules, regulations, guidance, directives or requests issued in connection therewith (whether or not having the force of law), shall constitute a Regulatory Change: (a) FAS 140 or FIN 46R by the Financial Accounting Standards Board, Statements of Financial Accounting Standards Nos. 166 and 167; (b) the final rule titled Risk-Based Capital Guidelines: Capital Adequacy Guidelines; Capital Maintenance; Regulatory Capital; Impact of Modifications to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted by the United States bank

regulatory agencies on December 15, 2009, (c) the Dodd-Frank Wall Street Reform and Consumer Protection Act adopted by Congress on July 21, 2010 and (d) the revised Basel Accord prepared by the Basel Committee on Banking Supervision as set out in the publication entitled “International Convergence of Capital Measurements and Capital Standards: a Revised Framework,” as updated from time to time (including, without limitation, the Basel II and Basel III).

“**Reinvestment**” has the meaning set forth in Section 2.2.

“**Related Committed Purchaser**” means each Person listed as a “Committed Purchaser” or “Related Committed Purchaser” for a specified Uncommitted Purchaser, as set forth on the signature pages of the Agreement or in any Assumption Agreement or Transfer Supplement (and specifying its respective commitment).

“**Related Security**” means, with respect to any Receivable:

(i) all security or other interests in the inventory and goods (including returned or repossessed inventory or goods), if any, the sale of which by an Originator gave rise to such Receivable, and all insurance contracts with respect thereto,

(ii) all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,

(iii) all guaranties, letters of credit, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise,

(iv) all service contracts and other contracts and agreements associated with such Receivable,

(v) all Records related to such Receivable,

(vi) all of Seller’s right, title and interest in, to and under the Receivables Sale Agreement in respect of such Receivable and all of Seller’s right, title and interest in, to and under the Performance Undertaking with respect thereto, and

(vii) all proceeds of any of the foregoing.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

“**Required Purchaser Agents**” means, at any time, Purchaser Agents representing Purchasers whose Commitments aggregate more than 50% of the aggregate of the Commitments of all Purchasers.

“Required Reserve” means, on any day during a Calculation Period, (i) the greater of (a) the sum of the Loss Reserve Floor, the Dilution Reserve Floor Percentage the Yield Reserve Percentage, and Servicing Reserve Percentage and (b) the sum of the Dynamic Loss Reserve Percentage, the Dynamic Dilution Reserve Percentage, the Yield Reserve Percentage, and the Servicing Reserve Percentage, multiplied by (ii) the Net Pool Balance as of such date.

“Responsible Officer” shall mean, with respect to the Seller, the Servicer, any Originator or the Performance Guarantor, the chief executive officer, chief financial officer, president, corporate controller, principal financial officer or treasurer of such Person and any other Person identified on the List of Responsible Officers attached as Exhibit X hereto (as such list may be amended and supplemented from time to time) and agreed to by the Agent.

“Restricted Junior Payment” means (i) any dividend or other distribution, direct or indirect, on account of any shares of any class of capital stock of Seller now or hereafter outstanding, except a dividend payable solely in shares of that class of stock or in any junior class of stock of Seller, (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of capital stock of Seller now or hereafter outstanding, (iii) any payment or prepayment of principal of, premium, if any, or interest, fees or other charges on or with respect to, and any redemption, purchase, retirement, defeasance, sinking fund or similar payment and any claim for rescission with respect to the Subordinated Loans (as defined in the Receivables Sale Agreement), (iv) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of capital stock of Seller now or hereafter outstanding, and (v) any payment of management fees by Seller (except for reasonable management fees to any Originator or its Affiliates in reimbursement of actual management services performed).

“S&P” means Standard and Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.

“Scheduled Facility Termination Date” means April 15, 2016.

“Schein” has the meaning set forth in the preamble to this Agreement.

“Secured Parties” means the Indemnified Parties.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Seller Parties” has the meaning set forth in the preamble to this Agreement.

“Servicer” means, at any time, the Person (which may be the Agent) then authorized pursuant to Article VIII to service, administer and collect the Receivables.

“Servicing Fee” means, for each day in a Calculation Period, an amount equal to (i) the Servicing Fee Rate times (ii) the aggregate Outstanding Balance of all Receivables at the close of business on the Cut-Off Date immediately preceding such Calculation Period, **times** (iii) 1/360.

“Servicing Fee Rate” means 1.0% *per annum*.

“Servicing Reserve Percentage” means, at any time, a percentage equal to the product of (i) the Servicing Fee Rate divided by 360 and (ii) the highest Portfolio Turnover over the most recent 12-months.

“Settlement Date” means the 2nd Business Day after each Settlement Reporting Date and the Facility Termination Date.

“Settlement Report” means a report, in substantially the form of Exhibit VI hereto (appropriately completed), together with the electronic backup data which is part of the spreadsheet that creates such report, furnished by the Servicer to the Agent and each Purchaser Agent pursuant to Section 8.5.

“Settlement Reporting Date” means the 20th day of each month immediately following the Cut-Off Date (or if any such day is not a Business Day, the next succeeding Business Day thereafter) or such other days of any month as may be required, or as Agent or any Purchaser Agent may request, in connection with Section 8.5.

“Sub-Servicer” has the meaning set forth in Section 8.1(b).

“Subsidiary” of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, association, limited liability company, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“Termination Date” means the earliest to occur of (i) the day on which any of the conditions precedent set forth in Section 6.2 are not satisfied, (ii) the Business Day immediately prior to the occurrence of an Event of Bankruptcy with respect to any Seller Party, (iii) the Business Day specified in a written notice from the Agent following the occurrence of any other Termination Event, and (iv) the date which is 60 days after the Agent’s receipt of written notice from Seller that it wishes to terminate the facility evidenced by this Agreement.

“Termination Event” has the meaning specified in Section 9.1.

“Transaction Documents” means, collectively, this Agreement, each Purchase Notice, the Receivables Sale Agreement, each Collection Account Agreement, the Performance Undertaking, the Fee Letters, each Subordinated Note (as defined in the Receivables Sale Agreement), the Account Disclosure Letter and all other instruments, documents and agreements executed and delivered in connection herewith by any of the Seller Parties.

“Transfer Supplement” has the meaning set forth in Section 12.1(c).

“UCC” means the Uniform Commercial Code as from time to time in effect in the specified jurisdiction.

“Uncommitted Purchaser” means each financial institution or commercial paper conduit that is a party to the Agreement, or that becomes a party to the Agreement, as an “Uncommitted Purchaser”.

“Unmatured Termination Event” means an event which, with the passage of time or the giving of notice, or both, would constitute a Termination Event.

“Yield” means for each Interest Period relating to a Receivable Interest funded through a Bank Funding, an amount equal to the product of the applicable Yield Rate for such Receivable Interest multiplied by the Invested Amount of such Receivable Interest for each day elapsed during such Interest Period, annualized on a 360 day basis.

“Yield Rate” means, at any time, with respect to each Receivable Interest funded through a Bank Funding, the applicable Bank Rate on such day plus the Applicable Spread; **provided that**, from and after the occurrence of a Termination Event, the Yield Rate shall be the Default Rate.

“Yield Reserve Percentage” means, at any time, a percentage equal to the product of (i) the Prime Rate as of such date divided by 360, (ii) 1.5 and (iii) the highest Portfolio Turnover over the most recent 12-months.

All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9.

EXHIBIT II

FORM OF PURCHASE NOTICE

HSFR, INC.

PURCHASE NOTICE

dated , 20

for Purchase on , 20

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent
1251 Avenue of the Americas, 12th Floor
New York, New York 10020-1104
Attention: Securitization Department
Telephone: (212) 782-6957
Facsimile: (212) 782-6448

[Address to each Purchaser Agent]

Ladies and Gentlemen:

Reference is made to the Receivables Purchase Agreement dated as of April 17, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Agreement**") among HSFR, Inc. (the "**Seller**"), Henry Schein, Inc., as initial Servicer, the various Purchaser Groups from time to time party thereto, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent. Capitalized terms defined in the Agreement are used herein with the same meanings.

1. The [Servicer, on behalf of the] Seller hereby certifies, represents and warrants to the Agent, each Purchaser Agent and each Purchaser that on and as of the Purchase Date (as hereinafter defined):

(a) all applicable conditions precedent set forth in Article VI of the Agreement have been satisfied;

(b) each of its representations and warranties contained in Article V of the Agreement will be true and correct, in all material respects, as if made on and as of the Purchase Date;

(c) no event has occurred and is continuing, or would result from the requested Purchase, that constitutes a Termination Event or Unmatured Termination Event;

(d) the applicable Facility Termination Date has not occurred; and

(e) after giving effect to the Purchase requested below, (i) no Related Committed Purchaser's aggregate Invested Amount shall exceed its Available Commitment, (ii) no Purchaser Group's Group Invested Amount shall exceed its Group Commitment, and (iii) the aggregate of the Receivable Interests shall not exceed 100%.

2. The [Servicer, on behalf of the] Seller hereby requests that the Purchasers make a Purchase on _____, 20____ (the "**Purchase Date**") as follows:

- (a) Purchase Price: \$
- (b) (X) Ratable Share¹:

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch's
Purchaser Group: \$

3. Please disburse the proceeds of the Purchase as follows:

[Apply \$ _____ to payment of Aggregate Unpaid due on the Purchase Date]. [Wire transfer \$ _____ to the Facility Account.]

¹ For Purchases based on the Ratable Share.

IN WITNESS WHEREOF, [the Servicer, on behalf of] the Seller has caused this Purchase Request to be executed and delivered as of this _____ day of _____, _____.

[Henry Schein, Inc., as Servicer, on behalf of:] HSFR, Inc., as Seller

By: _____
Name:
Title:

EXHIBIT III

PLACES OF BUSINESS OF THE SELLER PARTIES; LOCATIONS OF RECORDS

(On file with the Agent)

III-1

EXHIBIT IV

FORM OF COMPLIANCE CERTIFICATE

To: The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent

This Compliance Certificate is furnished pursuant to that certain Receivables Purchase Agreement dated as of April 17, 2013 among HSFR, Inc. (the "Seller"), Henry Schein, Inc. (the "Servicer"), the various Purchaser Groups from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent (the "Agreement").

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of Seller.

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of Seller during the accounting period covered by the attached financial statements.

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Termination Event or Unmatured Termination Event, as each such term is defined under the Agreement, during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate[, except as set forth in paragraph 5 below].

[5. Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which Seller has taken, is taking, or proposes to take with respect to each such condition or event: _____]

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered as of _____, 20__ .

By: _____
Name:
Title

EXHIBIT V

FORM OF COLLECTION ACCOUNT AGREEMENT

(On file with the Agent)

V-1

EXHIBIT VI

FORM OF SETTLEMENT REPORT

(On file with the Agent)

VI-1

EXHIBIT VII

FORM OF ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement"), dated as of [], 20], is among HSRF, Inc. (the "Seller"), [], as purchaser (the "[] Uncommitted Purchaser"), [], as the related committed purchaser (the "[] Related Committed Purchaser" and together with the Uncommitted Purchaser, the "[] Purchasers"), and [], as agent for the Purchasers (the "[] Purchaser Agent" and together with the Purchasers, the "[] Purchaser Group").

BACKGROUND

The Seller and various others are parties to a certain Receivables Purchase Agreement dated as of April 17, 2013 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Receivables Purchase Agreement"). Capitalized terms used and not otherwise defined herein have the respective meaning assigned to such terms in the Receivables Purchase Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. This letter constitutes an Assumption Agreement as defined in the Receivables Purchase Agreement. The Seller desires [the [] Purchasers] [the [] Related Committed Purchaser] to [become Purchasers under] [increase its existing Commitment under] the Receivables Purchase Agreement and upon the terms and subject to the conditions set forth in the Receivables Purchase Agreement, the [] Purchasers agree to [become Purchasers thereunder] [increase its Commitment in an amount equal to the amount set forth as the "Commitment" under the signature of such [] Related Committed Purchaser hereto].

Seller hereby represents and warrants to the [] Purchasers as of the date hereof, as follows:

- (i) the representations and warranties of the Seller contained in Section 5.1 of the Receivables Purchase Agreement are correct in all material respects on and as of such dates as though made on and as of such dates and shall be deemed to have been made on such dates;
- (ii) no Termination Event or Unmatured Termination Event has occurred and is continuing, or would result from such transfer; and
- (iii) the Facility Termination Date has not occurred.

SECTION 2. Upon execution and delivery of this Agreement by the Seller and each member of the [] Purchaser Group, satisfaction of the other conditions to assignment specified in the Receivables Purchase Agreement and receipt by the Agent of counterparts of this Agreement (whether by facsimile or otherwise) executed by each of the parties hereto, [the [] Purchasers shall become a party to, and have the rights and obligations of Purchasers under, the Receivables Purchase Agreement] [the [] Related Committed Purchaser shall increase its Commitment in the amount set forth as the "Commitment" under the signature of the [] Related Committed Purchaser, hereto].

[Insert Alternate Base Rate, CP Costs, LIBO Rate and Scheduled Facility Termination Date as appropriate.]

SECTION 3. Each party hereto hereby covenants and agrees that prior to the date which is one year and one day after the payment in full of all outstanding commercial paper notes or other indebtedness of each Conduit Purchaser, it will not institute against or join any other Person in instituting against such Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The agreements set forth in this Section 3 and the parties' respective obligations under this Section 3 shall survive the termination hereof and of the Receivables Purchase Agreement.

SECTION 4. No Conduit Purchaser shall have any obligation to pay any amounts owing under the Receivables Purchase Agreement unless and until such Conduit Purchaser has received such amounts pursuant to its portion of the Receivable Interests and such amounts are not necessary to pay outstanding commercial paper notes or other outstanding indebtedness of such Conduit Purchaser. In addition, each party hereto hereby agrees that no liability or obligation of any Conduit Purchaser under the Receivables Purchase Agreement for fees, expenses or indemnities shall constitute a claim (as defined in Section 101 of Title 11 of the United States Bankruptcy Code) against such Conduit Purchaser unless such Conduit Purchaser has received cash from its portion of the Receivable Interests sufficient to pay such amounts, and such amounts are not necessary to pay outstanding commercial paper notes or other indebtedness of such Conduit Purchaser. The agreements set forth in this Section 4 and the parties' respective obligations under this Section 4 shall survive the termination hereof and of the Receivables Purchase Agreement.

SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK. This Agreement may not be amended, supplemented or waived except pursuant to a writing signed by the party to be charged. This Agreement may be executed in counterparts, and by the different parties on different counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement.

(continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

[], as an Uncommitted Purchaser

By: _____

Name Printed: _____

Title: _____

[Address]

[], as a Related Committed Purchaser

By: _____

Name Printed: _____

Title: _____

[Address]

[Commitment]

[], as Purchaser Agent for []

By: _____

Name Printed: _____

Title: _____

[Address]

HSFR, Inc., as Seller

By: _____

Name Printed: _____

Title: _____

Consented and Agreed:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as Agent

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

Consented and Agreed:

[THE PURCHASERS]

Exhibit VIII

Form of Transfer Supplement
with respect to
HSFR, Inc.
Receivables Purchase Agreement
Dated as of [, 20]

Section 1.

Commitment assigned:	\$
Assignor's remaining Commitment:	\$
Invested Amount allocable to Commitment assigned:	\$
Assignor's remaining Invested Amount:	\$
Discount (if any) allocable to Invested Amount assigned:	\$
Discount (if any) allocable to Assignor's remaining Invested Amount:	\$

Section 2.

Effective Date of this Transfer Supplement: [, 20]

Upon execution and delivery of this Transfer Supplement by transferee and transferor and the satisfaction of the other conditions to assignment specified in Section 12.1 of the Receivables Purchase Agreement (as defined below), from and after the effective date specified above, the transferee shall become a party to, and have the rights and obligations of a Related Committed Purchaser under, the Receivables Purchase Agreement dated as of April 17, 2013 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Receivables Purchase Agreement"), among HSFR, Inc., as Seller, Henry Schein, Inc., as initial Servicer, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent, and the various purchaser groups from time to time party thereto.

[Insert Alternate Base Rate, CP Costs, LIBO Rate and Scheduled Facility Termination Date as appropriate.]

Each party hereto hereby covenants and agrees that prior to the date which is one year and one day after the payment in full of all outstanding commercial paper notes or other indebtedness of each Conduit Purchaser, it will not institute against or join any other Person in instituting against such Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The agreements set forth in this paragraph and the parties' respective obligations under this paragraph shall survive the termination hereof and of the Receivables Purchase Agreement.

No Conduit Purchaser shall have any obligation to pay any amounts owing under the Receivables Purchase Agreement unless and until such Conduit Purchaser has received such amounts pursuant to its portion of the Receivable Interests and such amounts are not necessary to pay outstanding commercial paper notes or other outstanding indebtedness of such Conduit Purchaser. In addition, each party hereto hereby agrees that no liability or obligation of any Conduit Purchaser under the Receivables Purchase Agreement for fees, expenses or indemnities shall constitute a claim (as defined in Section 101 of Title 11 of the United States Bankruptcy Code) against such Conduit Purchaser unless such Conduit Purchaser has received cash from its portion of the Receivable Interests sufficient to pay such amounts, and such amounts are not necessary to pay outstanding commercial paper notes or other indebtedness of such Conduit Purchaser. The agreements set forth in this paragraph and the parties' respective obligations under this paragraph shall survive the termination hereof and of the Receivables Purchase Agreement.

ASSIGNOR:

[_____],
as a Related Committed Purchaser

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____],
as a Related Committed Purchaser

By: _____
Name: _____
Title: _____

[Address]

Accepted as of date first above written:

[_____],
as Purchaser Agent for the
[_____] Purchaser Group

By: _____
Name: _____
Title: _____

EXHIBIT IX

FORM OF PERFORMANCE UNDERTAKING

(On file with the Agent)

IX-1

EXHIBIT X

LIST OF RESPONSIBLE OFFICERS

RESPONSIBLE OFFICERS

ENTITY

OFFICERS

NAME

TITLE

Henry Schein, Inc.

Ferdinand Jahnel

Vice President and Treasurer

Steven Paladino

Executive Vice President & Chief Financial Officer

Michael S. Ettinger

Senior Vice President, General Counsel & Secretary

HSFR, Inc.

NAME

TITLE

James P. Breslawki

President

Steven Paladino

Executive Vice President & Chief Financial Officer

Mark E. Mlotek

Executive Vice President

Ferdinand G. Jahnel

Treasurer

Michael S. Ettinger

Senior Vice President & Secretary

EXHIBIT XI

FORM OF INTERIM SETTLEMENT REPORT

Form of Interim Settlement Report

(On file with the Agent)

XI-1

EXHIBIT XII

FORM OF REDUCTION NOTICE

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent
1251 Avenue of the Americas, 12th Floor
New York, New York 10020-1104
Attention: Securitization Department
Telephone: (212) 782-6957
Facsimile: (212) 782-6448

[Address to each Purchaser Agent]

Ladies and Gentlemen:

Reference is hereby made to the Receivables Purchase Agreement, dated as of April 17, 2013 (as amended, supplemented or otherwise modified, the "Receivables Purchase Agreement"), among HSFR, Inc., as Seller, Henry Schein, Inc., as Servicer, the various purchaser groups from time to time party thereto, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent. Capitalized terms used in this Reduction Notice and not otherwise defined herein shall have the meanings assigned thereto in the Receivables Purchase Agreement.

This letter constitutes a Reduction Notice pursuant to Section 1.3 of the Receivables Purchase Agreement. The Seller desires to reduce the Aggregate Invested Amount on _____, ² by the application of cash to pay Aggregate Invested Amount and Yield to accrue (until such cash can be used to pay commercial paper notes) with respect to such Aggregate Invested Amount, together with all costs related to such reduction of Aggregate Invested Amount, as follows:

- (a) Reduction Amount: \$
- (b) Ratable Share³:

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch's
Purchaser Group: \$

² Notice must be given at least one Business Day prior to the requested reduction date.

³ For reductions based on the Ratable Share.

IN WITNESS WHEREOF, the undersigned has caused this Reduction Notice to be executed by its duly authorized officer as of the date first above written.

HSFR, INC.

By: _____

Name: _____

Title: _____

EXHIBIT XIII

FORM OF PURCHASE LIMIT DECREASE NOTICE

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent
1251 Avenue of the Americas, 12th Floor
New York, New York 10020-1104
Attention: Securitization Department
Telephone: (212) 782-6957
Facsimile: (212) 782-6448

[Address to each Purchaser Agent] – [PURCHASER AGENTS TO PROVIDE]

Ladies and Gentlemen:

Reference is hereby made to the Receivables Purchase Agreement, dated as of April 17, 2013 (as heretofore amended or supplemented, the “Receivables Purchase Agreement”), among HSFR, Inc., as Seller, Henry Schein, Inc., as Servicer, the various purchaser groups from time to time party thereto, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Agent. Capitalized terms used in this Purchase Limit Decrease Notice and not otherwise defined herein shall have the meanings assigned thereto in the Receivables Purchase Agreement.

This letter constitutes a Purchase Limit Decrease Notice pursuant to Section 1.1(b) of the Receivables Purchase Agreement. The Seller desires to decrease the Purchase Limit and respective Commitments of each Purchaser Group on _____, 20____⁴ to the following amounts:

- (a) Purchase Limit: \$
- (b) Ratable Share of Each Purchaser Group:

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch: \$

Seller hereby represents and warrants as of the date hereof, and as of the date of this decrease, as follows:

(i) the representations and warranties contained in Section V of the Receivables Purchase Agreement are correct in all material respects on and as of such dates as though made on and as of such dates and shall be deemed to have been made on such dates; and

⁴ Notice must be given at least ten Business Days prior to the requested decrease, and must be in a minimum amount of \$100,000,000.

(ii) no event has occurred and is continuing, or would result from the decrease proposed hereby, that constitutes a Termination Event or an Unmatured Termination Event.

IN WITNESS WHEREOF, the undersigned has caused this Purchase Limit Decrease Notice to be executed by its duly authorized officer as of the date first above written.

HSFR, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT XIV

CALCULATION PERIODS

(On file with the Agent)

XIV-1

SCHEDULE A

**DOCUMENTS TO BE DELIVERED
ON OR PRIOR TO THE CLOSING DATE**

1. Executed copies of the Receivables Purchase Agreement, duly executed by the parties thereto.
2. 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 Agreement and the other Transaction Documents to be delivered by it hereunder.
3. Articles or Certificate of Incorporation of each Seller Party and Performance Guarantor certified by the Secretary of State of its jurisdiction of incorporation on or within thirty (30) days prior to the initial Purchase.
4. Good Standing Certificate for each Seller Party and Performance Guarantor issued by the Secretaries of State of its state of incorporation and each jurisdiction where it has material operations, each of which is listed below:
 - a. Seller: Delaware
 - b. Servicer: Delaware
 - c. Performance Guarantor: Delaware
5. A certificate of the Secretary of each Seller Party and Performance Guarantor certifying (i) the names and signatures of the officers authorized on its behalf to execute this Agreement and any other Transaction Documents to be delivered by it hereunder and (ii) a copy of such Person's By-Laws.
6. Pre-filing state and federal tax lien, judgment lien and UCC lien searches against each Seller Party from the following jurisdictions:
 - a. Seller: Delaware
 - b. Servicer: Delaware
7. Time stamped receipt copies of proper financing statements, duly filed under the UCC on or before the date of the initial Purchase in all jurisdictions as may be necessary or, in the opinion of the Agent or any Purchaser Agent, desirable, under the UCC of all appropriate jurisdictions or any comparable law in order to perfect the ownership or security interests contemplated by this Agreement.
8. Time stamped receipt copies of proper UCC termination statements, if any, necessary to release all security interests and other rights of any Person in the Receivables or Related Security previously granted by any Originator.

Schedule A-1

9. Executed copies of Collection Account Agreements for each Lock-Box and Collection Account.

10. A favorable opinion of legal counsel for the Seller Parties and Performance Guarantor reasonably acceptable to the Agent and each Purchaser Agent which addresses the following matters and such other matters as the Agent and each Purchaser Agent may reasonably request:

(a) Each of the Seller Parties and Performance Guarantor is a corporation duly organized, validly existing, and in good standing under the laws of such Person's state of incorporation.

(b) Each of the Seller Parties and Performance Guarantor has all requisite authority to conduct its business in each jurisdiction where failure to be so qualified would have a material adverse effect on such entity's business.

(c) The execution and delivery by each of the Seller Parties and Performance Guarantor of the Transaction Document to which it is a party and its performance of its obligations thereunder have been duly authorized by all necessary organizational action and proceedings on the part of such entity and will not:

(i) require any action by or in respect of, or filing with, any governmental body, agency or official (other than the filing of UCC financing statements); or

(ii) contravene, or constitute a default under, any provision of applicable law or regulation or of its articles or certificate of incorporation or bylaws or of any agreement, judgment, injunction, order, decree or other instrument binding upon such entity.

(d) Each of the Transaction Documents to which each of the Seller Parties and Performance Guarantor is a party has been duly executed and delivered by such entity and constitutes the legally valid, and binding obligation of such entity enforceable in accordance with its terms, except to the extent the enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject also to the availability of equitable remedies if equitable remedies are sought.

(e) The provisions of the Receivables Purchase Agreement are effective to create valid security interests in favor of the Agent, for the benefit of the Secured Parties, in all of Seller's right, title and interest in and to the Receivables and Related Security described therein which constitute "accounts," "chattel paper" or "general intangibles" (each as defined in the UCC) (collectively, the "**Opinion Collateral**"), as security for the payment of the Aggregate Unpaid.

(f) Upon filing of the UCC-1 Financing Statements in such filing offices and payment of the required filing fees, the security interest in favor of the Agent, for the benefit of the Secured Parties, in the Receivables and the other Opinion Collateral will be perfected (in the case of the other Opinion Collateral, to the extent the security interests may be perfected by the filing of a UCC-1 Financing Statement).

(g) Neither of the Seller Parties is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Schedule A-2

11. The Fee Letter.

12. A Settlement Report as of April 17, 2013.

13. The Liquidity Agreement, duly executed by each of the parties thereto.

14. Executed copies of (i) all consents from and authorizations by any Persons and (ii) all waivers and amendments to existing credit facilities, that are necessary in connection with this Agreement, if any.

15. If applicable, for each Purchaser that is not incorporated under the laws of the United States of America, or a state thereof, two duly completed copies of United States Internal Revenue Service Form W-8BEN or W-8ECI, as applicable, certifying in either case that such Purchaser is entitled to receive payments under the Agreement without deduction or withholding of any United States federal income taxes.

Schedule A-3

RECEIVABLES SALE AGREEMENT

Dated as of April 17, 2013

between

HENRY SCHEIN, INC.,

HENRY SCHEIN PUERTO RICO, INC.,

INSOURCE, INC.,

CAMLOG USA, INC.

AND SUCH OTHER ENTITIES PARTY HERETO FROM TIME TO TIME,

as Originators,

and

HSFR, INC.,

as Buyer

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- Schedule A List of Documents to be Delivered to Buyer Prior to the Purchases

RECEIVABLES SALE AGREEMENT

THIS RECEIVABLES SALE AGREEMENT, dated as of April 17, 2013, is by and between Henry Schein, Inc., a Delaware corporation (“**Schein**”), Henry Schein Puerto Rico, Inc., a corporation organized under the laws of Puerto Rico (“**Schein Puerto Rico**”), Insource, Inc., a Virginia corporation (“**Insource**”), Camlog USA, Inc., a Delaware corporation, and each of the parties that has executed a Joinder Agreement in the form of Exhibit VII hereto as originator (Schein, Schein Puerto Rico, Insource and Camlog together with their successors and permitted assigns, and each such other party being referred to collectively as the “**Originators**” and individually as an “**Originator**”) and HSMR, Inc., a Delaware corporation (“**Buyer**”). **Unless defined elsewhere herein, capitalized terms used in this Agreement shall have the meanings assigned to such terms in Exhibit I hereto (or, if not defined in Exhibit I hereto, the meaning assigned to such term in Exhibit I to the Purchase Agreement).**

PRELIMINARY STATEMENTS

Each Originator now owns, and from time to time hereafter will own, Receivables. Each Originator wishes to sell and assign to Buyer, and Buyer wishes to purchase from each Originator, all of such Originator’s right, title and interest in and to its Receivables, together with the Related Security and Collections with respect thereto.

Each Originator and Buyer intends the transactions contemplated hereby to be true sales to Buyer by such Originator of the Receivables originated by it, providing Buyer with the full benefits of ownership of such Receivables, and neither the Originators nor Buyer intends these transactions to be, or for any purpose to be characterized as, loans from Buyer to Originators.

Following the purchase of Receivables from the Originators, Buyer will sell undivided interests therein and in the associated Related Security and Collections pursuant to that certain Receivables Purchase Agreement dated as of April 17, 2013 (as the same may from time to time hereafter be amended, supplemented, restated or otherwise modified, the “**Purchase Agreement**”) among Buyer, Schein, as initial Servicer, the various Purchaser Groups from time to time party thereto (collectively, the “**Purchasers**”), and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as agent for each Purchaser Group (in such capacity, the “**Agent**”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

AMOUNTS AND TERMS OF THE PURCHASE

Section 1.1 Initial Cash Contribution. On the date hereof, Schein does hereby contribute cash in the amount of approximately \$400,000,000 as a capital contribution to HSMR, Inc. its wholly-owned subsidiary.

Section 1.2 Purchase of Receivables. (a) Effective on the date hereof, in consideration for the Purchase Price paid to an Originator and upon the terms and subject to the conditions set forth herein, such Originator does hereby sell, assign, transfer, set-over and otherwise convey to Buyer, without recourse (except to the extent expressly provided herein), and Buyer does hereby purchase from such Originator, all of such Originator's right, title and interest in and to all Receivables originated by such Originator and existing as of the close of business on the Business Day immediately prior to the date hereof (the "**Initial Cutoff Date**") and all Receivables thereafter originated by such Originator through and including the Termination Date, together, in each case, with all Related Security relating thereto and all Collections thereof. In accordance with the preceding sentence, on the date hereof Buyer shall acquire all of each Originator's right, title and interest in and to all of its Receivables existing as of the Initial Cutoff Date and thereafter arising through and including the Termination Date, together with all Related Security relating thereto and all Collections thereof. Buyer shall be obligated to pay the Purchase Price for the Receivables purchased hereunder from each Originator in accordance with Section 1.3.

(b) On the 20th day of each month hereafter (or if any such day is not a Business Day, on the next succeeding Business Day thereafter, each Originator shall (or shall require the Servicer to) deliver to Buyer a report in substantially the form of Exhibit VI (each such report being herein called a "**Purchase Report**") with respect to the Receivables sold by such Originator to Buyer during the Settlement Period then most recently ended. In addition to, and not in limitation of, the foregoing, in connection with the payment of the Purchase Price to an Originator for any of its Receivables purchased hereunder, Buyer may request that such Originator deliver, and such Originator shall deliver, such approvals, opinions, information or documents as Buyer may reasonably request.

(c) It is the intention of the parties hereto that each Purchase of Receivables from an Originator hereunder shall constitute a sale, which sale is absolute and irrevocable and provides Buyer with the full benefits of ownership of the Receivables originated by such Originator. Except for the Purchase Price Credits owed to Buyer pursuant to Section 1.4, the sale of Receivables hereunder by an Originator is made without recourse to such Originator; **provided, however**, that (i) such Originator shall be liable to Buyer for all representations, warranties, covenants and indemnities made by such Originator pursuant to the terms of the Transaction Documents to which such Originator is a party, and (ii) such sale does not constitute and is not intended to result in an assumption by Buyer or any assignee thereof of any obligation of such Originator or any other Person arising in connection with the Receivables, the related Contracts and/or other Related Security or any other obligations of such Originator. In view of the intention of the parties hereto that each Purchase of Receivables made hereunder shall constitute a sale of such Receivables rather than loans secured thereby, each Originator agrees that it will mark its computer records indicating that its Receivables have been sold to the Buyer and pledged to the Agent under the Purchase Agreement (which marking may take the form of a footnote or legend on any applicable entry screen for the Receivables data or system). In addition, Schein agrees that it will note in its consolidated financial statements that the Receivables of each Originator have been sold to Buyer. Each Originator will file such financing or continuation statements, or amendments thereto or assignments thereof, and such other instruments or notices, as may be necessary or appropriate to perfect and maintain the perfection of Buyer's ownership interest in the Receivables originated by such Originator and the Related Security and Collections with respect thereto, or as Buyer or the Agent (as Buyer's assignee) may reasonably request.

Section 1.3 Payment for the Purchases. (a) The Purchase Price for the Purchase from an Originator of its Receivables in existence as of the close of business on the Initial Cutoff Date shall be payable in full by Buyer to such Originator on the date hereof, and shall be paid to such Originator in the following manner:

(i) by delivery of immediately available funds, to the extent of funds made available to Buyer under the Purchase Agreement; **provided that** a portion of such funds shall be offset by amounts owed by such Originator to Buyer on account of the issuance of equity having a total value of not less than the Required Capital Amount, and

(ii) the balance, by delivery of the proceeds of a subordinated revolving loan from such Originator to Buyer (a "**Subordinated Loan**") in an amount not to exceed the lesser of (A) the remaining unpaid portion of such Purchase Price, and (B) the maximum Subordinated Loan that could be borrowed without rendering Buyer's Net Worth less than the Required Capital Amount. Each Originator is hereby authorized by Buyer to endorse on the schedule attached to its Subordinated Note an appropriate notation evidencing the date and amount of each advance thereunder, as well as the date of each payment with respect thereto, **provided that** the failure to make such notation shall not affect any obligation of Buyer thereunder.

The Purchase Price for each Receivable coming into existence after the Initial Cutoff Date shall be due and owing in full by Buyer to the applicable Originator or its designee on the date each such Receivable came into existence (except that Buyer may, with respect to any such Purchase Price, offset against such Purchase Price any amounts owed by such Originator to Buyer hereunder and which have become due but remain unpaid) and shall be paid to such Originator in the manner provided in the following clauses (b), (c) and (d).

(b) With respect to any Receivables coming into existence after the Initial Cutoff Date, Buyer shall pay the applicable Originator the Purchase Price therefor in accordance with Section 1.3(d) and in the following manner:

first, by delivery to such Originator or its designee of immediately available funds, to the extent of funds available to Buyer from its subsequent sale of an interest in all of the Receivables to the Agent for the benefit of the Purchasers under the Purchase Agreement or other cash on hand;

second, by an increase in the outstanding balance of the Subordinated Loan of such Originator, **provided that** the making of any such Subordinated Loan shall be subject to the provisions set forth in Section 1.3(a)(ii); and

third, solely in the case of Receivables originated by Schein, unless the Termination Date has occurred in accordance with this Agreement, by accepting a contribution to its capital in an amount equal to the remaining unpaid balance of such Purchase Price.

Subject to the limitations set forth in Section 1.3(a)(ii), each Originator irrevocably agrees to advance each Subordinated Loan requested by Buyer in accordance with this Section 1.3 on or prior to the Termination Date. The Subordinated Loans owing to each Originator shall be evidenced by, and shall be payable in accordance with the terms and provisions of its Subordinated Note and shall be payable solely from funds which Buyer is not required under the Purchase Agreement to set aside for the benefit of, or otherwise pay over to, the Purchasers.

(c) From and after the Termination Date, (i) each Originator shall not be obligated to (but may, at its option) sell its Receivables to Buyer, or (ii) Schein shall not be obligated to (but may, at its option) contribute its Receivables to Buyer's capital pursuant to clause *third* of Section 1.3(b).

(d) Although the Purchase Price for each Receivable coming into existence after the Initial Cutoff Date shall be due and payable in full by Buyer to the applicable Originator on the date such Receivable came into existence, a true-up of the settlement of the Purchase Price between Buyer and such Originator shall be effected on a monthly basis on Settlement Dates with respect to all Receivables originated by such Originator during the same Calculation Period and based on the information contained in the Purchase Report delivered by such Originator for the Calculation Period then most recently ended. Although a true-up of the settlement shall be effected on Settlement Dates, increases or decreases in the amount owing under a Subordinated Note made pursuant to this Section 1.3 and any contribution of capital by Schein to Buyer made pursuant to Section 1.3(b) may be made on any Business Day. For the avoidance of doubt all Receivables contributed to the Buyer hereunder shall be treated in the same manner as Receivables sold to Buyer hereunder (including for purposes of Section 1.4 and all representation and warranties set forth in Article II).

Section 1.4 Purchase Price Credit Adjustments. If on any day:

(a) the Outstanding Balance of any Receivable is reduced or cancelled as a result of any credit issued for returned or repossessed goods, any shortages, any pricing adjustment, any volume rebate or any other allowance, adjustment or deduction by the applicable Originator or any Affiliate thereof, or as a result of any governmental or regulatory action, or

(b) the Outstanding Balance of any Receivable is reduced or canceled as a result of a setoff in respect of any claim by the Obligor thereof (whether such claim arises out of the same or a related or an unrelated transaction), or

(c) the Outstanding Balance of any Receivable is reduced on account of the obligation of the applicable Originator or any Affiliate thereof to pay to the related Obligor any rebate or refund, or

(d) the Outstanding Balance of any Receivable is less than the amount included in calculating the Net Pool Balance for purposes of any Settlement Report (for any reason other than receipt of Collections), or

(e) any of the representations or warranties of the applicable Originator with respect to any Receivable originated by such Originator set forth in Article II were not true in all material respects when made,

then, in such event, Buyer shall be entitled to a credit (each, a **“Purchase Price Credit”**) against the Purchase Price otherwise payable to such Originator hereunder equal to (A) in the case of clauses (a) through (d) above, in the amount of such reduction or cancellation or the difference between the actual Outstanding Balance and the amount included in calculating the Net Pool Balance, as applicable, and (B) in the case of clause (e) above, in the amount of the Outstanding Balance of such Receivable (calculated before giving effect to the applicable reduction or cancellation). If such Purchase Price Credit exceeds the Original Balance of the Receivables originated by such Originator on any day or if the Termination Date has occurred, such Originator shall pay the remaining amount of such Purchase Price Credit in cash immediately, **provided that** if the Termination Date has not occurred, such Originator shall be allowed to deduct the remaining amount of such Purchase Price Credit from any indebtedness owed to it under its Subordinated Note.

Section 1.5 Payments and Computations, Etc. All amounts to be paid or deposited by Buyer hereunder shall be paid or deposited in accordance with the terms hereof on the day when due in immediately available funds to the account of the applicable Originator designated from time to time by such Originator or as otherwise directed by such Originator. In the event that any payment owed by any Person hereunder becomes due on a day that is not a Business Day, then such payment shall be made on the next succeeding Business Day. If any Person fails to pay any amount hereunder when due, such Person agrees to pay, on demand, the Default Fee in respect thereof until paid in full; **provided, however**, that such Default Fee shall not at any time exceed the maximum rate permitted by applicable law. All computations of interest payable hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed (other than interest calculated at the Prime Rate or the Federal Funds Effective Rate which shall be made on the basis of a year of 365 or 366 days, as the case may be).

Section 1.6 License of Software. (a) To the extent that any software used by any Originator to account for the Receivables originated by it is non-transferable, such Originator hereby grants to each of Buyer (and Buyer’s assignee) and the Servicer an irrevocable, non-exclusive license to use, without royalty or payment of any kind, all such software used by such Originator to account for such Receivables, to the extent necessary to administer such Receivables, whether such software is owned by such Originator or is owned by others and used by such Originator under license agreements with respect thereto, **provided that** should the consent of any licensor of such software be required for the grant of the license described herein, to be effective, such Originator hereby agrees that upon the request of Buyer (or Buyer’s assignee), such Originator will use its reasonable efforts to obtain the consent of such third-party licensor. The license granted hereby shall be irrevocable until the later to occur of (i) indefeasible payment in full of the Aggregate Unpaid (as defined in the Purchase Agreement), and (ii) the date each of this Agreement and the Purchase Agreement terminates in accordance with its terms.

(b) Each Originator (i) shall take such action requested by Buyer and/or the Agent (as Buyer’s assignee), from time to time hereafter, that may be necessary or appropriate to ensure that Buyer and its assigns under the Purchase Agreement have an enforceable ownership interest in the Records relating to the Receivables purchased from such Originator hereunder, and (ii) shall use its reasonable efforts to ensure that Buyer (and Buyer’s assignee) and the Servicer each has an enforceable right (whether by license or sublicense or otherwise) to use all of the computer software used to account for such Receivables and/or to recreate such Records.

Section 1.7 Characterization. If, notwithstanding the intention of the parties expressed in Section 1.2(c), any sale or contribution by any Originator to Buyer of Receivables hereunder shall be characterized as a secured loan and not a sale or such sale shall for any reason be ineffective or unenforceable, then this Agreement shall be deemed to constitute a security agreement under the UCC and other applicable law. For this purpose and without being in derogation of the parties' intention that the sale of Receivables by each Originator hereunder shall constitute a true sale thereof, each Originator hereby grants to Buyer a security interest in all of such Originator's right, title and interest in, to and under all of its Receivables which are now existing or hereafter arising, all Collections and Related Security with respect thereto, each Lock-Box and Collection Account, all other rights and payments relating to such Receivables and all proceeds of the foregoing to secure the prompt and complete payment of a loan deemed to have been made in an amount equal to the Purchase Price of the Receivables purchased from such Originator together with all other obligations of such Originator hereunder, which security interest shall be prior to all other Liens thereon. Buyer and its assigns shall have, in addition to the rights and remedies which they may have under this Agreement, all other rights and remedies provided to a secured creditor under the UCC and other applicable law, which rights and remedies shall be cumulative.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Originator. Each Originator hereby represents and warrants to Buyer on the date hereof, on the date of the Purchase from such Originator hereunder and on each date that any Receivable is originated by such Originator or on or after the date of such Purchase, that:

(a) Organization and Qualification. Such Originator is duly organized, validly existing and in good standing under the Laws of its state of incorporation or organization. Such Originator is duly qualified to do business as a foreign corporation, foreign limited liability company or foreign limited partnership, as applicable, in good standing in each jurisdiction in which the ownership of its properties or the nature of its activities (including transactions giving rise to Receivables), or both, requires it to be so qualified or, if not so qualified, the failure to so qualify would not have a material adverse effect on its financial condition or results of operations or any of its Receivables.

(b) Authority. Such Originator has the legal power and authority to execute and deliver this Agreement and each other Transaction Document to which such Originator is a party, to make the sales provided for herein and to perform its obligations under this Agreement and the other Transaction Documents.

(c) Execution and Binding Effect. Each of this Agreement and the other Transaction Documents to which such Originator is a party has been duly executed and delivered by such Originator and, constitutes the legal, valid and binding obligation of such Originator,

enforceable against such Originator in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar Laws of general application relating to or affecting the enforcement of creditors' rights generally or by general principles of equity and will vest in the Buyer a valid undivided ownership interest in its Receivables, the Related Security, the Collections and the related Proceeds (the "**Purchased Assets**") purported to be assigned thereby, subject to no Liens.

(d) Authorizations and Filings. Each Originator has obtained and holds in full force all authorizations, consents, approvals, licenses, exemptions or other actions by, registrations, qualifications, designations, declarations or filings with, any Official Body which are necessary in connection with the execution and delivery by such Originator of this Agreement and each of the other Transaction Documents to which such Originator is a party, the consummation by such Originator of the transactions herein or therein contemplated or the performance by such Originator of or the compliance by such Originator with the terms and conditions hereof or thereof, or to ensure the legality, validity or enforceability hereof or thereof, to ensure that the Buyer will have a valid ownership interest in and to the Receivables, the Related Security, the Collections and the related Proceeds.

(e) Location of Chief Executive Office, etc. As of the date hereof: (i) such Originator's Chief Executive Office is located at the address for notices set forth on the signature page hereof; (ii) such Originator has only the Subsidiaries and divisions listed on Exhibit II hereto; (iii) the offices where such Originator keeps all of its Records with respect to any of its Receivables are listed on Exhibit II; and (iv) such Originator has, within the last 5 years, operated only under the trade names identified in Exhibit II, and, within the last 5 years, has not changed its name, merged or consolidated with any other corporation or been the subject of any proceeding under Title 11, United States Code (Bankruptcy).

(f) Perfection. This Agreement, together with the filing of the financing statements contemplated hereby, is effective to transfer to Buyer (and Buyer shall acquire from such Originator) (i) legal and equitable title to, with the right to sell and encumber, each Receivable originated by such Originator, its Related Security, Collections and related Proceeds, whether now existing and hereafter arising, together with the Collections with respect thereto, and (ii) all of such Originator's right, title and interest in the Related Security associated with each such Receivable. There have been duly filed all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect Buyer's ownership interest in such Receivables, the Related Security, Collections and Proceeds. Upon the filing of the necessary financing statements under the UCC as in effect in the jurisdiction whose Law governs the perfection of the Buyer's security interest in the Purchased Assets, the Buyer's security interest in the Receivables and the other Purchased Assets will be perfected under Article 9 of such UCC (in the case of the other Purchased Assets, to the extent such security interest may be perfected by filing a financing statement), free and clear of any Lien, except as created by the Transaction Documents. Such Originator's jurisdiction of organization is a jurisdiction whose law generally requires information concerning the existence of a nonpossessory security interest to be made generally available in a filing, record or registration system as a condition or result of such a security interest's obtaining priority over the rights of a lien creditor which respect to collateral.

(g) Absence of Conflicts. Neither the execution and delivery by such Originator of this Agreement and each of the Transaction Documents to which it is a party, nor the consummation by such Originator of the transactions herein or therein contemplated, nor the performance by such Originator of or the compliance by such Originator with the terms and conditions hereof or thereof, will (i) violate any Law or (ii) conflict with or result in a breach of or a default under (A) the Organizational Documents of such Originator or (B) any material agreement or instrument, including, without limitation, any and all indentures, debentures, loans or other agreements to which such Originator is a party or by which it or any of its properties (now owned or hereafter acquired) may be subject or bound, which could be reasonably expected to have a material adverse effect on the financial position or results of operations of such Originator or result in the creation or imposition of any Lien pursuant to the terms of any such instrument or agreement upon the Receivables or other Purchased Assets. Such Originator has not entered into any agreement with any Obligor prohibiting, restricting or conditioning the assignment of any portion of its Receivables.

(h) Accurate and Complete Disclosure. No information furnished in writing by a Responsible Officer of such Originator pursuant to or in connection with this Agreement or any transaction contemplated hereby is false or misleading in any material respect as of the date of which such information was furnished (including by omission of material information necessary to make such information not misleading); **provided that**, with respect to projected financial information of a general economic nature, and general industry information, such Originator represents that such information was prepared in good faith based upon assumptions believed accurate at that time.

(i) [Intentionally Omitted.]

(j) Bulk Sales Act. No transaction contemplated hereby requires compliance with any bulk sales act or similar law.

(k) Litigation. No injunction, decree or other decision has been issued or made by any Official Body that prevents, and to the knowledge of such Originator, no threat by any Person has been made to attempt to obtain any such decision that could be reasonably expected to have a material adverse effect on, the conduct by such Originator of a significant portion of such Originator's business operations or any portion of its business operations affecting the Receivables, the Related Security, the Collections and the related Proceeds, and no litigation, investigation or proceeding exists or, to the knowledge of such Originator, is threatened in writing asserting the invalidity of any of the Transaction Documents, seeking to prevent the consummation of any transactions contemplated by the Transaction Documents, or seeking any determination or ruling that could be reasonably expected to materially and adversely affect (A) the performance by such Originator of its obligations under the Transaction Documents or (B) the validity or enforceability of the Transaction Documents, the Contracts or a material amount of the Receivables.

(l) Margin Regulations. The use of all funds acquired by such Originator under this Agreement will not conflict with or contravene any of Regulations T, U or X promulgated by the Board of Governors of the Federal Reserve System as the same may be amended, supplemented or otherwise modified from time to time.

(m) Taxes. Such Originator has timely filed all United States federal income tax returns and all other material tax returns which are required to be filed by it and has paid all material taxes due pursuant to such returns and paid or timely contested any assessment received by such Originator related to such returns.

(n) Books and Records. Such Originator has indicated on its books and records (including any computer files) that its Receivables sold to the Buyer, the Related Security, the Collections and the related Proceeds are the property of the Buyer. Such Originator maintains at, or shall cause the Servicer to maintain at, one or more of their respective offices listed on Exhibit II the complete records for the Receivables originated by such Originator.

(o) Creditor Approval. Such Originator has obtained from its creditors (i) all approvals necessary to sell and assign its Receivables, the Related Security, the Collections and the related Proceeds and (ii) releases of any security interests in its Receivables, the Related Security, the Collections and the related Proceeds.

(p) Financial Condition.

(i) Such Originator is not insolvent or the subject of any Event of Bankruptcy and the sale of its Receivables on such day will not be made in contemplation of the occurrence thereof.

(ii) Since December 29, 2012, there has been no material adverse change in, or material adverse effect upon, the business, operations or financial condition of such Originator.

(q) Financial Information. Solely with respect to Schein, if and when produced in accordance with the terms of this Agreement, the consolidated balance sheet of Schein as of the most recent Fiscal Year end and the related statements of income of Schein for the Fiscal Year then ended, fairly present the consolidated financial position of Schein as of such date and the consolidated results of the operations, all in accordance with GAAP; **provided that**, with respect to projected financial information of a general economic nature, and general industry information, Schein represents that such information was prepared in good faith based upon assumptions believed accurate at that time.

(r) Investment Company. Such Originator is not an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(s) ERISA. No ERISA Event has occurred or is reasonably expected to occur that, either alone or when taken together with all other such ERISA Events, could reasonably be expected to result in a material adverse effect on the business, financial condition, operations or properties of Schein and its ERISA Affiliates taken as a whole. Any excess of the accumulated benefit obligations under one or more Pension Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) over the fair market value of the assets of such Pension Plan or Pension Plans is in an amount that could not reasonably be expected, individually or in the aggregate, to result in a material adverse effect on the business, financial condition, operations or properties of Schein and ERISA Affiliates taken as a whole.

(t) Separate Corporate Existence. Such Originator is entering into the transactions contemplated by this Agreement in reliance on the Buyer's identity as a separate legal entity from such Originator and each of its Affiliates, and acknowledges that the Buyer and the other parties to the Transaction Documents are similarly entering into the transactions contemplated by the other Transaction Documents in reliance on the Buyer's identity as a separate legal entity from such Originator and each such other Affiliate. Such Originator has at all times complied with Section 4.1(r).

(u) No Fraudulent Conveyance. The transactions contemplated by this Agreement and by each of the Transaction Documents are being consummated by such Originator in furtherance of such Originator's ordinary business, with no contemplation of insolvency and with no intent to hinder, delay or defraud any of its present or future creditors. By its receipt of the Purchase Price hereunder and its ownership of the capital stock of the Buyer, such Originator shall have received reasonably equivalent value for the Purchased Assets sold or otherwise conveyed to the Buyer under this Agreement. No transfer hereunder by such Originator of any Receivable originated by such Originator is or may be voidable under any section of the Bankruptcy Reform Act of 1978 (11 U.S.C. §§ 101 *et seq.*), as amended.

(v) Ownership of Buyer. Solely in the case of Schein, Schein owns, directly or indirectly, 100% of the issued and outstanding equity interests of Buyer. Such equity interests are validly issued, fully paid and nonassessable, and there are no options, warrants or other rights to acquire securities of Buyer.

(w) Compliance with Law. Such Originator has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject, except where the failure to so comply could not reasonably be expected to have a material adverse effect on its financial condition or results of operations or the enforceability of any Receivables.

Section 2.2 Representations and Warranties of each Originator Concerning the Receivables. By selling its Receivables to Buyer on each Purchase Date, each Originator hereby represents and warrants to Buyer on the date hereof and on the date of the Purchase from such Originator, that:

(a) Assignment. This Agreement vests in the Buyer all the right, title and interest of such Originator in and to its Receivables, the Related Security, the Collections and Proceeds, and constitutes a valid sale and assignment of such Receivables, enforceable against, and creating an interest prior in right to, all creditors of and purchasers from such Originator.

(b) No Liens. Each Receivable originated by such Originator, together with the related Contract and all purchase orders and other agreements related to such Receivable, is owned by such Originator free and clear of any Lien. When the Buyer makes a purchase of a Receivable originated by such Originator it shall have acquired and shall continue to have maintained an ownership interest in such Receivable and in the Related Security, the Collections and Proceeds with respect thereto free and clear of any Lien (other than the Lien arising in connection with this Agreement). Such Originator has not and will not prior to the time of the sale of any such interest to the Buyer have sold, pledged, assigned, transferred or subjected to a

Lien any of its Receivables, the Related Security, the Collections, and Proceeds other than in accordance with the terms of this Agreement (or except as released concurrent with the assignment to the Buyer hereunder).

(c) Filings. On or prior to each Purchase Date, all financing statements and other documents required to be recorded or filed in order to perfect and protect the Receivables originated by such Originator, the Related Security, the Collections, and Proceeds against all creditors of and purchasers from such Originator and all other Persons whatsoever have been duly filed in each filing office necessary for such purpose and all filing fees and taxes, if any, payable in connection with such filings have been paid in full.

(d) Credit and Collection Policy. The Credit and Collection Policy has been complied with in all material respects in regard to each Receivable originated by such Originator and related Contract and no material change to the Credit and Collection Policy has been made unless (i) the Agent has received prior written notice of such change and (ii) the Agent and the Required Purchaser Agents have consented to such change if such change could reasonably be expected to have a material adverse effect on the collectibility of the Receivables generally or of any material portion of the Receivables. Neither such Originator nor any other Person has extended or modified the terms of any Receivable originated by such Originator or the related Contract except in accordance with the Credit and Collection Policy.

(e) Bona Fide Receivables. Each Receivable originated by such Originator is an obligation of an Obligor arising out of a past or current sale or performance by such Originator, in accordance with the terms of the Contract giving rise to such Receivable. Such Originator has no knowledge of any fact that should have led it to expect at the time of the initial creation of an interest in any Receivable originated by such Originator hereunder that such Receivable would not be paid in full when due except with respect to any Dilution. Each Receivable classified as an "Eligible Receivable" by such Originator in any document or report delivered hereunder satisfies the requirements of eligibility contained in the definition of Eligible Receivable.

(f) Eligible Receivables. Each Receivable reflected in any Purchase Report as an Eligible Receivable was an Eligible Receivable on the date of its acquisition by Buyer hereunder.

ARTICLE 3

CONDITIONS OF PURCHASE

Section 3.1 Conditions Precedent to Purchase. The Purchases under this Agreement are subject to the conditions precedent that (a) Buyer shall have received a cash contribution from Schein in accordance with Section 1.1, (b) Buyer shall have received on or before the date of such purchase those documents listed on Schedule A and (c) all of the conditions to the initial purchase under the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof.

Section 3.2 Conditions Precedent to Subsequent Payments. Buyer's obligation to pay for Receivables coming into existence after the Initial Cutoff Date shall be subject to the further conditions precedent that: (a) the Facility Termination Date shall not have occurred under the Purchase Agreement; and (b) on the date such Receivable came into existence, the following statements shall be true (and acceptance of the proceeds of any payment for such Receivable shall be deemed a representation and warranty by the applicable Originator that such statements are then true):

(i) the representations and warranties of such Originator set forth in Article II are true and correct in all material respects on and as of the date such Receivable came into existence as though made on and as of such date; and

(ii) no event has occurred and is continuing that constitutes a Termination Event.

Notwithstanding the foregoing conditions precedent, upon payment of the Purchase Price for any Receivable (whether by payment of cash, through an increase in the amounts outstanding under a Subordinated Note, by offset of amounts owed to Buyer and/or by receipt of capital contributions), title to such Receivable and the Related Security and Collections with respect thereto shall vest in Buyer, whether or not the conditions precedent to Buyer's obligation to pay for such Receivable were in fact satisfied. The failure of an Originator to satisfy any of the foregoing conditions precedent, however, shall give rise to a right of Buyer to rescind the related purchase and direct such Originator to pay to Buyer an amount equal to the Purchase Price payment that shall have been made with respect to any Receivables related thereto.

Section 3.3 Addition of Originators. Additional Persons may be added as Originators hereunder, with the prior written consent of the Buyer and Agent, in their sole discretion, provided that the following conditions are satisfied on or before the date of such addition (an "**Originator Addition Date**");

(a) Schein shall have given the Agent and the Buyer at least 45 days prior written notice of such proposed addition and the identity of the proposed additional Originator;

(b) The Buyer shall have received an executed copy of a supplement substantially in the form of Exhibit VII hereto (each such supplement, a "**Joinder Agreement**"), duly executed and delivered by such Originator;

(c) The Buyer shall have received certified copies of (i) the resolutions of the governing body of such Originator authorizing the execution, delivery, and performance by it of the Joinder Agreement and any other Transaction Document to which it will be a party, (ii) all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the Joinder Agreement and any other Transaction Document to which it will be a party and (iii) the Organizational Documents of such Originator;

(d) The Buyer shall have received a certificate of a Responsible Officer of such Originator certifying the names and true signatures of the officers of such Originator authorized to sign the Joinder Agreement and any other Transaction Document to which it will be a party. Until the Buyer receives a subsequent incumbency certificate from it in form and substance reasonably satisfactory to the Buyer, the Buyer shall be entitled to rely on the last such certificate delivered to it by such Originator;

(e) The Buyer shall have received copies of any Collection Account Agreements to be executed with the Collection Banks and such Originator;

(f) The Buyer shall have received acknowledgment copies, or time stamped receipt copies of proper financing statements, duly filed on or before such Originator Addition Date under the UCC of all jurisdictions that the Buyer may deem necessary or desirable in order to perfect (with a first priority) the interests of the Buyer contemplated by this Agreement and the interests of the Agent, the Purchaser Agents and the Purchasers under the Purchase Agreement;

(g) The Buyer shall have received from the Servicer a Settlement Report representing the performance of the portfolio of Receivables originated by such Originator for the month prior to such Originator Addition Date;

(h) The Buyer shall have received completed UCC search reports, dated on or shortly before such Originator Addition Date, listing all effective financing statements filed in the jurisdiction referred to in clause (f) above that name such Originator as debtor, together with copies of such financing statements, and similar search reports with respect to judgment liens, federal tax liens and liens of the PBGC in such jurisdictions as the Buyer may request, showing no such liens on any of the Receivables or other Purchased Assets;

(i) The Buyer shall have received satisfactory results of a review by the Buyer of such Originator's collection, operating and reporting systems, historical receivables data and accounts, including satisfactory results of a review of its operating locations and satisfactory review of the Eligible Receivables in existence on such Originator Addition Date;

(j) The Buyer shall have received a good standing certificate with respect to such Originator issued by the Secretary of the jurisdiction of its organization;

(k) The prior written consent of the Agent and each Purchaser Agent shall have been obtained (which consent may be subject to satisfactory due diligence results);

(l) The Buyer, the Agent and each Purchaser Agent shall have received such other approvals, opinions or documents as such Person may reasonably request from such Originator, including a guarantee by Schein of such Originator's obligations hereunder and under any other Transaction Document to which it is a party; and

(m) No event shall have occurred and be continuing that constitutes a Termination Event or an Unmatured Termination Event.

ARTICLE 4

COVENANTS

Section 4.1 Covenants of Originator. Until the date on which this Agreement terminates in accordance with its terms, each Originator hereby covenants as set forth below:

(a) Notice of Material Adverse Change. Promptly upon becoming aware thereof, such Originator shall give the Buyer notice of any material adverse change in the business, operations or financial condition of such Originator which reasonably could be expected to materially adversely affect the collectibility of its Receivables.

(b) Preservation of Corporate Existence. Such Originator shall preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification could reasonably be expected to materially adversely affect (i) the interests of the Buyer hereunder or (ii) the ability of such Originator to perform its obligations under the Transaction Documents.

(c) Compliance with Laws. Such Originator shall comply in all material respects with all Laws applicable to such Originator, its business and properties, and all Receivables originated by such Originator.

(d) Enforceability of Obligations. Such Originator shall take such actions as are reasonable and within its power to ensure that, with respect to each Receivable originated by such Originator, the obligation of any related Obligor to pay the unpaid balance of such Receivable in accordance with the terms of the related Contract remains legal, valid, binding and enforceable against such Obligor.

(e) Books and Records. Such Originator shall maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing its Receivables in the event of the destruction of the originals thereof), and keep and maintain or obtain, as and when required, all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the daily identification of all Collections of and adjustments to each existing Receivable originated by such Originator). Such Originator will (A) on or prior to the date hereof, mark its computer records indicating that its Receivables have been sold to the Buyer and pledged to the Agent under the Purchase Agreement (which marking may take the form of a footnote or legend on any applicable entry screen for the Receivables data or system) and (B) upon the request of the Agent or any Purchaser Agent following the occurrence and during the continuation of a Termination Event, deliver to the Agent all Contracts (including, without limitation, all multiple originals of any such Contract constituting an instrument, a certificated security or chattel paper) relating to its Receivables.

(f) Obligor List. Such Originator shall at all times maintain a current list (which may be stored on computer systems or disks) of all Obligors under Contracts related to its Receivables, including the name, address and account number of each such Obligor.

(g) Litigation. As soon as possible, and in any event within five (5) Business Days of such Originator's knowledge thereof, such Originator shall give the Buyer notice of any litigation, investigation or proceeding against such Originator which may exist at any time which could be reasonably expected to have a material adverse effect on the financial condition or results of operations of such Originator, materially impair the ability of such Originator to perform its obligations under this Agreement, or materially adversely affect the collectibility of the Receivables originated by such Originator.

(h) Notice of Relocation. Such Originator shall give the Buyer and the Agent 30 days' prior written notice of any change of its Chief Executive Office, any office where records are kept or its jurisdiction of formation. Such Originator will at all times maintain its Chief Executive Office within a jurisdiction in the United States in which Article 9 of the UCC is in effect as of the date hereof or the date of any such relocation and in the event it moves its Chief Executive Office to a location which may charge taxes, fees, costs, expenses or other charges to perfect the interests of the Buyer in its Receivables, it shall pay all taxes, fees, costs, expenses and other charges associated with perfecting the interests of the Buyer in its Receivables and any other costs and expenses incurred in order to maintain the enforceability of this Agreement and the interest of the Buyer in its Receivables.

(i) Further Information. Such Originator shall furnish or cause to be furnished to the Buyer such other information as promptly as practicable, and in such form and detail, as the Buyer may reasonably request.

(j) Fees, Taxes and Expenses. Such Originator shall pay all filing fees, stamp taxes, other taxes (other than taxes imposed directly on the overall net income of the Buyer) and expenses, including the fees and expenses set forth in Section 6.2, if any, which are incurred or assessed on account of or arise out of this Agreement and the documents and transactions entered into pursuant to this Agreement.

(k) Subordinated Note. Such Originator shall not transfer or pledge its Subordinated Note to any Person.

(l) Fulfillment of Obligations. Such Originator shall duly observe and perform, or cause to be observed or performed, all material obligations and undertakings on its part to be observed and performed under or in connection with this Agreement and the Receivables originated by such Originator, shall duly observe and perform all material provisions, covenants and other promises required to be observed by it under the Contracts related to its Receivables, shall do nothing to materially impair the rights, title and interest of the Buyer in and to its Receivables, and shall pay when due (or contest in good faith) any taxes, including without limitation any sales tax, excise tax or other similar tax or charge, payable in connection with its Receivables and their creation and satisfaction.

(m) Copies of Reports, Filings, Etc. Such Originator shall furnish to the Buyer, upon written request, as soon as practicable after the issuance, sending or filing thereof, copies of all proxy statements, financial statements, reports and other communications which such Originator sends to its security holders generally, and, if such Originator is required to file reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, copies of all regular, periodic and special reports which Originator files with the Securities and Exchange Commission or with any securities exchange on Forms 10-K, 10-Q, 8-K or any successor forms thereto. Such Originator agrees that the Buyer may furnish any such reports to the Agent and the Buyer agrees that it shall, promptly upon receipt of such reports, deliver such reports to the Agent.

(n) Compliance with Credit and Collection Policy. The Credit and Collection Policy shall be complied with in all material respects with respect to each Receivable originated by such Originator and each related Contract.

(o) Insurance. Such Originator shall keep insured all property of a character usually insured by corporations engaged in the same or similar business similarly situated against loss or damage of the kinds and in the amounts customarily insured against by such corporations and carry such other insurance as is usually carried by such corporations.

(p) Audits. At any reasonable time, and from time to time at the Buyer's reasonable request upon written notice, such Originator shall permit the Buyer (and its assigns), or its agents or representatives, (i) to examine and make copies of and extracts from all books, records and documents (including, without limitation, computer tapes and disks) in the possession or under the control of such Originator relating to its Receivables, including, without limitation, the related Contracts and Related Security, and (ii) to visit the offices and properties of such Originator for the purpose of examining the materials described in clause (i) above, and to discuss matters relating to its Receivables, and such Originator's performance under this Agreement with any of the officers, employees, or independent accountants of such Originator having knowledge of such matters. Such Originator shall reimburse the Buyer for all reasonable fees, costs and out-of-pocket expenses incurred by or on behalf of the Buyer in connection with up to one (1) such audit and visit for each calendar year promptly upon receipt of a written invoice therefor; **provided that**, following the occurrence and during the continuance of a Purchase Agreement Termination Event, such Originator shall reimburse the Buyer for all reasonable fees, costs and out-of-pocket expenses incurred by or on behalf of the Buyer promptly upon receipt of a written notice therefor.

(q) ERISA Events. Promptly upon the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected have a material adverse affect on the business, financial condition, operations or properties of Schein and its ERISA Affiliates taken as a whole, Schein shall give the Buyer a written notice specifying the nature thereof, what action Schein or any ERISA Affiliate has taken with respect thereto and, when known by Schein, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto.

(r) Separate Identity. Such Originator acknowledges that the Agent, the Purchaser Agents and the Purchasers are entering into the transactions contemplated by the

Purchase Agreement in reliance upon Buyer's identity as a legal entity that is separate from such Originator and any Affiliates thereof. Such Originator shall take all actions required to maintain the Buyer's status as a separate legal entity, including, without limitation,

- (i) not anticipating any need for its having to extend advances to Buyer except for those described in the Transaction Documents, if any;
- (ii) not conducting its business in the name of Buyer;
- (iii) having stationery and business forms separate from those of Buyer;
- (iv) not providing for its expenses and liabilities from the funds of Buyer;
- (v) notwithstanding certain limited liabilities of Buyer to Agent, not being liable for the payment of any liability of Buyer;
- (vi) not holding out either the assets or the creditworthiness of itself as being available for the payment of any liability of Buyer;
- (vii) maintaining an arm's-length relationship with Buyer; and
- (viii) not transferring assets from itself to Buyer without fair consideration or with the intent to hinder, delay or defraud the creditors of either itself or Buyer.

(s) Software. Such Originator shall use its reasonable efforts to enable each of the Buyer, any agent of the Buyer and the Servicer (whether by license, sublicense, assignment or otherwise) to use all of the computer software used to account for the Receivables originated by such Originator to the extent necessary to administer such Receivables.

(t) Financial Reporting. Such Originator will maintain, for itself and each of its Subsidiaries, a system of accounting established and administered in accordance with GAAP, and cause Schein to make its balance sheet and statement of income and cash flows publicly available as described in Section 5.3(k) of the Purchase Agreement and furnish, or cause to be furnished, to Buyer (or its assigns):

(i) S.E.C. Filings. Promptly upon the written request of the Agent or any Purchaser Agent, copies of all registration statements and annual, quarterly, monthly or other regular reports which Schein files with the Securities and Exchange Commission.

(ii) Other Information. Promptly, from time to time, such other information, documents, records or reports relating to the Receivables originated by such Originator as Buyer (or its assigns) may from time to time reasonably request in order to protect the interests of Buyer (and its assigns) under or as contemplated by this Agreement.

(u) Notices. Such Originator will notify Buyer (or its assigns) in writing of any of the following promptly upon learning of the occurrence thereof, describing the same and, if applicable, the steps being taken with respect thereto:

(i) Termination Events or Unmatured Termination Events. The occurrence of each Termination Event and each Unmatured Termination Event, by a statement of an Authorized Officer of such Originator.

(ii) Judgment and Proceedings. (A) (1) The entry of any judgment or decree against Schein or any of its Subsidiaries if the aggregate amount of all judgments and decrees then outstanding against Schein and its Subsidiaries exceeds \$75,000,000 and shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Schein or any Subsidiary to enforce any such judgment and after deducting (a) the amount with respect to which Schein or any such Subsidiary, as the case may be, is insured and with respect to which the insurer has assumed responsibility in writing, and (b) the amount for which Schein or any such Subsidiary is otherwise indemnified, and (2) the institution of any material litigation, arbitration proceeding or governmental proceeding against any Originator; and (B) the entry of any judgment or decree or the institution of any material litigation, arbitration proceeding or governmental proceeding against any Originator.

(iii) Defaults Under Other Agreements. The occurrence of a default or an event of default under any other financing arrangement to which such Originator is a party for an aggregate principal amount (for all Originators) exceeding \$75,000,000.

(v) Ownership. Such Originator will establish and maintain, irrevocably in Buyer, (A) legal and equitable title to the Receivables originated by such Originator and the Collections and (B) all of such Originator's right, title and interest in the Related Security, Collections and Proceeds associated with such Receivables, in each case, free and clear of any Liens other than Liens in favor of Buyer (and its assigns) (**including, without limitation**, the filing of all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect Buyer's interest in such Receivables, Related Security, Collections and Proceeds and such other action to perfect, protect or more fully evidence the interest of Buyer as Buyer (or its assigns) may reasonably request).

(w) Collections. Such Originator will cause (1) all proceeds from all Lock-Boxes to be directly deposited by a Collection Bank into a Collection Account and (2) each Lock-Box and Collection Account to be subject at all times to a Collection Account Agreement that is in full force and effect. In the event any payments relating to Receivables originated by such Originator are remitted directly to such Originator or any Affiliate of such Originator, such Originator will remit (or will cause all such payments to be remitted) directly to a Collection Bank and deposit into a Collection Account within two (2) Business Days following receipt thereof and, at all times prior to such remittance, such Originator will itself hold or, if applicable, will cause such payments to be held in trust for the exclusive benefit of Buyer and its assigns. Such Originator will transfer exclusive ownership, dominion and control of each Lock-Box and Collection Account to Buyer and, will not grant the right to take dominion and control of any

Lock-Box or Collection Account at a future time or upon the occurrence of a future event to any Person, except to Buyer (or its assigns) as contemplated by this Agreement and the Purchase Agreement.

Section 4.2 Negative Covenants of each Originator. Until the date on which this Agreement terminates in accordance with its terms, each Originator hereby covenants that:

(a) Statement for and Treatment of Sales. Such Originator shall not prepare any financial statements for financial accounting or reporting purposes which shall account for the transactions contemplated herein in any manner other than as a sale of the Receivables originated by such Originator to the Buyer.

(b) No Rescissions or Modifications. Such Originator shall not rescind or cancel any Receivable originated by such Originator or related Contract or modify any terms or provisions thereof, or grant any Dilution to an Obligor except in accordance with the Credit and Collection Policy or otherwise with the consent of the Agent, unless such Receivable has been deemed collected pursuant to the Purchase Agreement and such Originator has fulfilled its obligations under Section 1.4 with respect thereto.

(c) No Change in Name, Identity or Corporate Structure. Such Originator shall not change its name, identity or corporate structure (within the meaning of Section 9-507(c) of the UCC of any applicable jurisdiction) in any manner which would make any financing statement or continuation statement filed in connection with this Agreement or the transactions contemplated hereby seriously misleading within the meaning of Section 9-507(c) of the UCC of any applicable jurisdiction or other applicable Laws unless it shall have (i) given the Buyer and the Agent at least 30 days' prior written notice thereof and (ii) delivered to the Buyer and the Agent all financing statements, instruments and other documents requested by the Buyer or the Agent in connection with such change.

(d) No Liens. Such Originator shall not cause any of its Receivables or related Contracts, or any inventory or goods the sale of which may give rise to a Receivable originated by such Originator, or any Collection Account or any right to receive any payments received therein or deposited thereto, to be sold, pledged, assigned or transferred or to be subject to a Lien, other than the sale and assignment of its Receivables to the Buyer and the Liens created in connection with the transactions contemplated by this Agreement.

(e) Liens on Inventory. Such Originator shall not cause or permit any Lien to be placed upon inventory or goods the sale of which may give rise to a Receivable unless (x) (i) any related security agreement, financing statements and any other related documents specifically exclude from such Lien the proceeds of the sale of such inventory or goods and (ii) the Buyer or any assignee or transferee thereof has reviewed such security agreement, financing statements and related documents or (y) the entity for whose benefit such Lien is granted or arises releases or has released the Lien at or prior to the time an invoice is sent for payment upon the sale of such inventory or goods.

(f) Consolidations, Mergers and Sales of Assets. Such Originator shall not (i) consolidate or merge with or into any other Person, or (ii) sell, lease or otherwise transfer all or substantially all of its assets to any other Person; **provided that** such Originator may merge or consolidate with another Person if such Originator is the entity surviving such merger.

(g) Change in Payment Instructions to Obligors. Such Originator shall not make any change in its instructions to Obligors regarding payments to be made with respect to the Receivables originated by such Originator unless the Buyer and the Agent shall have received, at least ten (10) days before the proposed effective date therefor, written notice of such change and the Agent shall have consented thereto; **provided, however**, that such Originator may make changes in instructions to Obligors regarding payments without any consent if such new instructions require such Obligor to make payments to another existing Collection Account. Such Originator will not add or terminate any bank as a Collection Bank, unless Buyer (or its assigns) shall have received, at least ten (10) days before the proposed effective date therefor, (i) written notice of such addition or termination and (ii) with respect to the addition of a Collection Bank or a Collection Account or Lock-Box, an executed Collection Account Agreement with respect to the new Collection Account or Lock-Box.

(h) ERISA Matters. Solely with respect to Schein, Schein shall not permit any event or condition which is described in Section 5.1(g) to occur or exist with respect to any Pension Plan.

(i) Modifications to Credit and Collection Policy. Such Originator will not make any material change to the Credit and Collection Policy without prior written consent of the Agent and each Purchaser Agent (and such Originator shall provide notice of any such change (unless de minimis) at least five (5) Business Days prior to the effective date of such change).

ARTICLE 5

TERMINATION EVENTS

Section 5.1 Termination Events. The occurrence of any one or more of the following events shall constitute a Termination Event:

(a) Any Originator shall fail to make any payment or deposit required hereunder when due and such failure shall continue for two (2) Business Days;

(b) Any Originator shall fail to perform or observe any term, covenant or agreement hereunder (other than as referred to in clause (a) of this Section 5.1) or any other Transaction Document to which it is a party and such failure shall continue for ten (10) consecutive days after either (i) any Responsible Officer of such Originator becomes aware thereof or (ii) written notice thereof to such Originator by the Agent, any Purchaser Agent or any Purchaser;

(c) Any representation, warranty, certification or statement made by any Originator in this Agreement, any other Transaction Document or in any other document delivered pursuant hereto or thereto shall prove to have been false or misleading in any material respect when made or deemed **provided that** any misrepresentation or certification for which Buyer has actually received a Purchase Price Credit shall not constitute a Termination Event hereunder;

(d) Failure of any Originator to pay any Indebtedness when due in excess of \$75,000,000 and such failure shall continue beyond the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; or the default by any Originator in the performance of any term, provision or condition contained in any agreement under which any such Indebtedness was created or is governed (and such default shall continue for the applicable grace period, if any, under the applicable agreement), the effect of which is to cause, or to permit the holder or holders of such Indebtedness to cause, such Indebtedness to become due prior to its stated maturity unless (A) BTMU is a party to such other agreement or instrument and (B) BTMU and the other requisite lenders thereunder consent to a written waiver of such default or other event in accordance with the terms of such agreement or instrument; or any such Indebtedness of such Originator shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled payment) prior to the date of maturity thereof;

(e) An Event of Bankruptcy shall occur with respect to any Originator;

(f) One or more final judgments for the payment of money in an amount in excess of \$75,000,000, individually or in the aggregate, shall be entered against Schein or any of its Subsidiaries and (A) such amount remains unpaid and (B) such amount remains undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Originator to enforce any such judgment;

(g) An ERISA Event shall occur with respect to a Pension Plan or Multiemployer Plan which has resulted in, or could be reasonably expected to have, a material adverse affect on the business, financial condition, operations or properties of Schein and the ERISA Affiliates taken as a whole;

(h) A Purchase Agreement Termination Event shall have occurred;

(i) Schein becomes unable for any reason to convey or reconvey Receivables originated by Schein in accordance with the provisions of this Agreement; or

(j) The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Internal Revenue Code with regard to any of the Receivables, or any assets of Buyer, any Originator or any Affiliate and the lien shall not have been released within seven (7) days or the PBGC shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the Purchased Assets.

Section 5.2 Remedies. Upon the occurrence and during the continuation of a Termination Event, Buyer may take any of the following actions: (i) declare the Termination Date to have occurred, whereupon the Termination Date shall forthwith occur, without demand, protest or further notice of any kind, all of which are hereby expressly waived by each Originator; **provided, however**, that upon the occurrence of a Termination Event described in Section 5.1(e), or of an actual or deemed entry of an order for relief with respect to any Originator under the Federal Bankruptcy Code, the Termination Date shall automatically occur,

without demand, protest or any notice of any kind, all of which are hereby expressly waived by each Originator and (ii) to the fullest extent permitted by applicable law, declare that the Default Fee shall accrue with respect to any amounts then due and owing by each Originator to Buyer. The aforementioned rights and remedies shall be without limitation and shall be in addition to all other rights and remedies of Buyer and its assigns otherwise available under any other provision of this Agreement, by operation of law, at equity or otherwise, all of which are hereby expressly preserved, including, without limitation, all rights and remedies provided under the UCC, all of which rights shall be cumulative.

ARTICLE 6

INDEMNIFICATION

Section 6.1 Indemnities by each Originator. Without limiting any other rights that Buyer may have hereunder or under applicable law, each Originator hereby agrees to indemnify (and pay upon demand to) Buyer and its assigns, officers, directors, agents and employees (each an **“Indemnified Party”**) from and against any and all damages, losses, claims, taxes, liabilities, reasonable and documented out-of-pocket costs and expenses and for all other amounts payable, including reasonable attorneys’ fees (which attorneys may be employees of Buyer or any such assign) and disbursements of one counsel to the affected Indemnified Parties taken as a whole (and solely in the case of any conflict of interest, one additional counsel to the affected Indemnified Parties, taken as a whole)(all of the foregoing being collectively referred to as **“Indemnified Amounts”**) awarded against or incurred by any of them arising out of or as a result of this Agreement or the acquisition, either directly or indirectly, by Buyer of an interest in the Receivables originated by any Originator, **excluding, however:**

(a) Indemnified Amounts to the extent a final judgment of a court of competent jurisdiction holds that such Indemnified Amounts resulted from gross negligence, bad faith or willful misconduct on the part of the Indemnified Party seeking indemnification;

(b) Indemnified Amounts to the extent resulting from disputes solely between or among Indemnified Parties and their Respective Affiliates;

(c) Indemnified Amounts to the extent the same includes losses in respect of Receivables that are uncollectible on account of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor; or

(d) taxes imposed by the jurisdiction in which such Indemnified Party’s principal executive office is located, on or measured by the overall net income of such Indemnified Party to the extent that the computation of such taxes is consistent with the characterization for income tax purposes of the acquisition by the Purchasers of Receivable Interests under the Purchase Agreement as a loan or loans by the Purchasers to Buyer secured by, among other things, the Receivables, the Related Security and the Collections;

provided, however, that nothing contained in this sentence shall limit the liability of any Originator or limit the recourse of Buyer to any Originator for amounts otherwise specifically provided to be paid by such Originator under the terms of this Agreement. Without limiting the

generality of the foregoing indemnification, but subject in each case to clauses (a), (b), (c) and (d) above, each Originator shall indemnify Buyer for Indemnified Amounts relating to or resulting from:

(i) any representation or warranty made by any Originator (or any officers of any Originator) under or in connection with any Purchase Report, this Agreement, any other Transaction Document or any other information or report delivered by any Originator pursuant hereto or thereto that shall have been false or incorrect when made or deemed made;

(ii) the failure by any Originator to comply with any applicable law, rule or regulation with respect to any Receivable or Contract related thereto, or the nonconformity of any Receivable or Contract included therein with any such applicable law, rule or regulation or any failure of any Originator to keep or perform any of its obligations, express or implied, with respect to any Contract;

(iii) any failure of any Originator to perform its duties, covenants or other obligations in accordance with the provisions of this Agreement or any other Transaction Document;

(iv) any products liability, personal injury or damage, suit or other similar claim arising out of or in connection with merchandise, insurance or services that are the subject of any Contract or any Receivable;

(v) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise or service related to such Receivable or the furnishing or failure to furnish such merchandise or services;

(vi) the commingling of Collections of Receivables at any time with other funds;

(vii) any investigation, litigation or proceeding related to or arising from this Agreement or any other Transaction Document, the transactions contemplated hereby, any Originator's use of the proceeds of any Purchase from it hereunder, the ownership of the Receivables or any other investigation, litigation or proceeding relating to any Originator in which any Indemnified Party becomes involved as a result of any of the transactions contemplated hereby;

(viii) any inability to litigate any claim against any Obligor in respect of any Receivable as a result of such Obligor being immune from civil and commercial law and suit on the grounds of sovereignty or otherwise from any legal action, suit or proceeding;

(ix) any failure to vest and maintain vested in Buyer, or to transfer to Buyer, legal and equitable title to, and ownership of, the Receivables originated by any Originator and the associated Collections, and all of such Originator's right, title and interest in the Related Security associated with such Receivables, in each case, free and clear of any Lien;

(x) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivable, the Related Security and Collections with respect thereto, and the proceeds of any thereof, whether at the time of the Purchase from such Originator hereunder or at any subsequent time;

(xi) any action or omission by any Originator which reduces or impairs the rights of Buyer with respect to any Receivable or the value of any such Receivable;

(xii) any attempt by any Person to void the Purchase from any Originator hereunder under statutory provisions or common law or equitable action;

(xiii) the failure of any Receivable reflected as an Eligible Receivable on any Purchase Report prepared by any Originator to be an Eligible Receivable at the time acquired by Buyer; and

(xiv) any failure of any Originator to pay any taxes when due.

Section 6.2 Other Costs and Expenses. Each Originator shall pay to Buyer on demand all reasonable costs and out-of-pocket expenses in connection with the preparation, execution, delivery and administration of this Agreement, the transactions contemplated hereby and the other documents to be delivered hereunder. Each Originator shall pay to Buyer on demand any and all reasonable costs and expenses of Buyer, if any, including reasonable counsel fees and expenses in connection with the enforcement of this Agreement and the other documents delivered hereunder and in connection with any restructuring or workout of this Agreement or such documents, or the administration of this Agreement following a Termination Event.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Waivers and Amendments.

(a) No failure or delay on the part of Buyer (or its assigns) in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies herein provided shall be cumulative and nonexclusive of any rights or remedies provided by law. Any waiver of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.

(b) No provision of this Agreement may be amended, supplemented, modified or waived except in writing signed by each Originator and Buyer and consented to by the Agent and each Purchaser Agent. Notwithstanding any of the foregoing to the contrary, the Originators and the Buyer, with the consent of the Agent, may enter into any amendment, modification or waiver of any Transaction Document, or enter into any new agreement or instrument, to (i) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Purchased Assets for the benefit of the Buyer (or its assigns), or as required by local law to give effect to or protect any security interest for the benefit of the Buyer (or its assigns), in any property or so that the security interests therein comply with applicable law or (ii) correct any obvious error or omission of a technical nature, in each case that is immaterial (as reasonably determined by the Originator and the Buyer), in any provision of any Transaction Document.

Section 7.2 Notices. All communications and notices provided for hereunder shall be in writing (including bank wire, telecopy or electronic facsimile transmission or similar writing) and shall be given to the other parties hereto at their respective addresses or telecopy numbers set forth on the signature pages hereof or at such other address or telecopy number as such Person may hereafter specify for the purpose of notice to each of the other parties hereto. Each such notice or other communication shall be effective (a) if given by telecopy, upon the receipt thereof, (b) if sent via U.S. certified or registered mail, three (3) Business Days after the time such communication is deposited in the mail with first class postage prepaid or (c) if given by any other means, when received at the address specified in this Section 7.2.

Section 7.3 Protection of Ownership Interests of Buyer.

(a) Each Originator agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may be necessary or desirable, or that Buyer (or its assigns) may request, to perfect, protect or more fully evidence the interest of Buyer hereunder and the Receivable Interests, or to enable Buyer (or its assigns) to exercise and enforce their rights and remedies hereunder. At any time after the occurrence and during the continuance of a Termination Event, Buyer (or its assigns) may, at each Originator's sole cost and expense, direct such Originator to notify the Obligors of Receivables originated by such Originator of the ownership interests of Buyer under this Agreement and may also direct that payments of all amounts due or that become due under any or all Receivables be made directly to Buyer or its designee.

(b) If any Originator fails to perform any of its obligations under Section 13.3(a) of the Purchase Agreement, Buyer (or its assigns) may (but shall not be required to) perform, or cause performance of, such obligations, and Buyer's (or such assigns') costs and expenses incurred in connection therewith shall be payable by the Originators as provided in Section 6.2. Each Originator irrevocably authorizes Buyer (and its assigns) at any time and from time to time in the sole discretion of Buyer (or its assigns), and appoints Buyer (and its assigns) as its attorney(ies)-in-fact, to act on behalf of such Originator (i) to execute on behalf of such Originator as debtor and to file financing statements necessary or desirable in Buyer's (or its assigns') sole discretion to perfect and to maintain the perfection and priority of the interest of Buyer in the Receivables originated by such Originator and the other Purchased Assets and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and other Purchased Assets as a financing statement in such

offices as Buyer (or its assigns) in their sole discretion deem necessary or desirable to perfect and to maintain the perfection and priority of Buyer's interests in such Receivables and other Purchased Assets. Buyer shall provide each Originator with copies of any such filings. This appointment is coupled with an interest and is irrevocable. If any Originator fails to perform any of its obligations hereunder: (A) such Originator hereby authorizes Buyer (or its assigns) to file financing statements and other filing or recording documents with respect to the Receivables and other Purchased Assets (including any amendments thereto, or continuation or termination statements thereof), without the signature or other authorization of such Originator, in such form and in such offices as Buyer (or any of its assigns) reasonably determines appropriate to perfect or maintain the perfection of the ownership or security interests of Buyer (or its assigns) hereunder, (B) such Originator acknowledges and agrees that it is not authorized to, and will not, file financing statements or other filing or recording documents with respect to the Receivables or other Purchased Assets (including any amendments thereto, or continuation or termination statements thereof), without the express prior written approval by the Agent (as Buyer's assignee), consenting to the form and substance of such filing or recording document, and (C) such Originator approves, authorizes and ratifies any filings or recordings made by or on behalf of the Agent (as Buyer's assign) in connection with the perfection of the ownership or security interests in favor of Buyer or the Agent (as Buyer's assign).

Section 7.4 Confidentiality.

(a) Each Originator and Buyer shall maintain and shall cause each of its employees and officers to maintain the confidentiality of the Fee Letter and the other confidential or proprietary information with respect to the Agent and the Purchasers and their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated under the Transaction Documents, except that such Originator and its officers and employees may disclose such information to such Originator's external accountants, attorneys and other advisors and as required by any applicable law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or proceeding (whether or not having the force or effect of law).

(b) Each Originator hereby consents to the disclosure of any nonpublic information with respect to it in connection with the transactions contemplated herein (i) to Buyer, the Agent, the Purchasers or the Purchaser Agents by each other, (ii) to any prospective or actual assignee or participant of any of the Persons described in clause (i), and (iii) to any rating agency, Commercial Paper dealer or provider of a surety, guaranty or credit or liquidity enhancement to any Purchaser or any entity organized for the purpose of purchasing, or making loans secured by, financial assets for which BTMU acts as the administrative agent and to any officers, directors, employees, outside accountants and attorneys of any of the foregoing, **provided** each such Person described in the foregoing clauses (ii) and (iii) is informed of the confidential nature of such information. In addition, the Purchasers, the Purchaser Agents and the Agent may disclose any such nonpublic information pursuant to any law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or proceedings (whether or not having the force or effect of law).

Section 7.5 Bankruptcy Petition.

(a) Each Originator and Buyer each hereby covenants and agrees that, prior to the date that is one year and one day after the payment in full of all outstanding senior indebtedness of the Conduit Purchasers, it will not institute against, or join any other Person in instituting against, any Conduit Purchaser any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States.

(b) Each Originator covenants and agrees that, prior to the date that is one year and one day after the payment in full of all outstanding obligations of Buyer under the Purchase Agreement, it will not institute against, or join any other Person in instituting against, Buyer any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States.

Section 7.6 Limitation of Liability. No claim may be made by any Originator, Buyer, any Purchaser, the Agent or any Purchaser Agent (or its Affiliates, directors, officers, employees, attorneys or agents) against any such other Person (or its Affiliates, directors, officers, employees, attorneys or agents) for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each of the parties hereto, on behalf of itself and its Affiliates, directors, officers, employees, attorneys, agents, successors and assigns, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 7.7 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

Section 7.8 CONSENT TO JURISDICTION. EACH ORIGINATOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK COUNTY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT EXECUTED BY SUCH ORIGINATOR PURSUANT TO THIS AGREEMENT AND EACH ORIGINATOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF BUYER (OR ITS ASSIGNS) TO BRING PROCEEDINGS AGAINST SUCH ORIGINATOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY SUCH ORIGINATOR AGAINST BUYER (OR ITS ASSIGNS) OR ANY AFFILIATE THEREOF INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED BY SUCH ORIGINATOR PURSUANT TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

Section 7.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, ANY DOCUMENT EXECUTED BY ANY ORIGINATOR PURSUANT TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER.

Section 7.10 Integration; Binding Effect; Survival of Terms.

(a) This Agreement and each other Transaction Document contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

(b) This Agreement shall be binding upon and inure to the benefit of each Originator, Buyer and their respective successors and permitted assigns (including any trustee in bankruptcy). No Originator may assign any of its rights and obligations hereunder or any interest herein without the prior written consent of Buyer. Buyer may assign at any time its rights and obligations hereunder and interests herein to any other Person without the consent of each Originator. Without limiting the foregoing, each Originator acknowledges that Buyer, pursuant to the Purchase Agreement, has assigned to the Agent, for the benefit of the Purchasers, its rights, remedies, powers and privileges hereunder and that the Agent may further assign such rights, remedies, powers and privileges to the extent permitted in the Purchase Agreement. Each Originator agrees that the Agent, as the assignee of Buyer, shall, subject to the terms of the Purchase Agreement, have the right to enforce this Agreement and to exercise directly all of Buyer's rights and remedies under this Agreement (including, without limitation, the right to give or withhold any consents or approvals of Buyer to be given or withheld hereunder) and each Originator agrees to cooperate fully with the Agent in the exercise of such rights and remedies. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until terminated in accordance with its terms; **provided, however**, that the rights and remedies with respect to (i) any breach of any representation and warranty made by any Originator pursuant to Article II; (ii) the indemnification and payment provisions of Article VI; and (iii) Section 7.5 shall be continuing and shall survive any termination of this Agreement.

Section 7.11 Counterparts; Severability; Section References. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Any provisions of this Agreement which are 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 not invalidate or render unenforceable such provision in any other jurisdiction. Unless otherwise expressly indicated, all references herein to "Article", "Section", "Schedule" or "Exhibit" shall mean articles and sections of, and schedules and exhibits to, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date hereof.

HENRY SCHEIN, INC.

By: /s/ Steven Paladino

Name: Steven Paladino

Title: Executive Vice President and Chief Financial Officer

Address: 135 Duryea Road
Melville, New York 11747
Attention: Chief Financial Officer
Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Ron D. Franklin, Esq.
Facsimile: (212) 969-2900

HENRY SCHEIN PUERTO RICO, INC.

By: /s/ Steven Paladino

Name: Steven Paladino

Title: Executive Vice President and
Chief Financial Officer

Address: 135 Duryea Road
Melville, New York 11747
Attention: Chief Financial Officer
Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Ron D. Franklin, Esq.
Facsimile: (212) 969-2900

INSOURCE, INC.

By: /s/ Steven Paladino
Name: Steven Paladino
Title: Executive Vice President and
Chief Financial Officer

Address: 135 Duryea Road
Melville, New York 11747
Attention: Chief Financial Officer
Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Ron D. Franklin, Esq.
Facsimile: (212) 969-2900

CAMLOG USA, INC.

By: /s/ Steven Paladino
Name: Steven Paladino
Title: Executive Vice President

Address: 135 Duryea Road
Melville, New York 11747
Attention: Chief Financial Officer
Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Ron D. Franklin, Esq.
Facsimile: (212) 969-2900

HSFR, INC.

By: /s/ Ferdinand G. Jahnel

Name: Ferdinand G. Jahnel

Title: Treasurer

Address: 135 Duryea Road
Melville, New York 11747
Attention: Chief Financial Officer
Facsimile: (631) 843-5541

With a copy to: Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Ron D. Franklin, Esq.
Facsimile: (212) 969-2900

Exhibit I

Definitions

This is Exhibit I to the Agreement (as hereinafter defined). As used in the Agreement and the Exhibits and Schedules thereto, capitalized terms have the meanings set forth in this Exhibit I (such meanings to be equally applicable to the singular and plural forms thereof). ***If a capitalized term is used in the Agreement, or any Exhibit or Schedule thereto, and is not otherwise defined therein or in this Exhibit I, such term shall have the meaning assigned thereto in Exhibit I to the Purchase Agreement (hereinafter defined).***

“**Agent**” has the meaning set forth in the Preliminary Statements to the Agreement.

“**Agreement**” means the Receivables Sale Agreement, dated as of April 17, 2013, between Schein, Schein Puerto Rico, Insource, Camlog, and the other entities from time to party thereto, as Originators, and Buyer, as the same may be amended, restated, supplemented or otherwise modified.

“**Buyer**” has the meaning set forth in the preamble to the Agreement.

“**Camlog**” has the meaning set forth in the preamble to the Agreement.

“**Credit and Collection Policy**” means Schein’s credit and collection policies and practices relating to Contracts and Receivables existing on the date hereof and summarized in Exhibit IV, as modified from time to time in accordance with the Agreement.

“**Default Fee**” means a *per annum* rate of interest equal to the sum of (i) the Prime Rate, **plus** (ii) 1.50% per annum.

“**Discount Factor**” means a percentage calculated to provide Buyer with a reasonable return on its investment in the Receivables originated by the Originators after taking account of (i) the time value of money based upon the anticipated dates of collection of such Receivables and the cost to Buyer of financing its investment in such Receivables during such period and (ii) the risk of nonpayment by the Obligor. The Originators and Buyer may agree from time to time to change the Discount Factor based on changes in one or more of the items affecting the calculation thereof, **provided that** any change to the Discount Factor shall apply only prospectively. As of the date hereof, the Discount Factor is 2.80%.

“**Equity Interests**” means, with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or non-voting), of capital of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership, whether outstanding on the date hereof or issued after the date of this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with Schein within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a complete or partial withdrawal from a Multiemployer Plan that results in liability to Schein or any ERISA Affiliate, or the receipt or delivery by Schein or any ERISA Affiliate of any notice with respect to any Multiemployer Plan concerning the imposition of liability as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA; (c) a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (d) the filing pursuant to Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (e) the PBGC or a plan administrator shall, or shall indicate its intention in writing to Schein or any ERISA Affiliate to, terminate any Pension Plan or appoint a trustee to administer any Pension Plan; (f) Schein or any ERISA Affiliate incurs liability under Title IV of ERISA with respect to the termination of any Pension Plan; (g) a failure by any Pension Plan to satisfy the minimum funding standards (as defined in Section 412 of the Internal Revenue Code or Section 302 of ERISA) applicable to such Pension Plan, in each instance, whether or not waived or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Schein or any ERISA Affiliate.

“Indemnified Amounts” has the meaning set forth in Section 6.1 of the Agreement.

“Indemnified Party” has the meaning set forth in Section 6.1 of the Agreement.

“Initial Cutoff Date” has the meaning set forth in Section 1.2 of the Agreement.

“Insource” has the meaning set forth in the preamble to the Agreement.

“Joinder Agreement” has the meaning set forth in Section 3.3(b) of the Agreement.

“Multiemployer Plan” means a “multiemployer plan”, within the meaning of Section 4001(a)(3) of ERISA, to which Schein or any ERISA Affiliate makes, is making, or is obligated to make contributions or, during the preceding three calendar years, has made, or been obligated to make, contributions.

“Net Worth” means as of the last Business Day of each Calculation Period preceding any date of determination, the excess, if any, of (a) the aggregate Outstanding Balance of the Receivables at such time and any cash then held by the Buyer, over (b) the sum of (i) the Aggregate Invested Amount outstanding at such time, plus (ii) the aggregate outstanding principal balance of the Subordinated Loans (including any Subordinated Loan proposed to be made on the date of determination).

“Organizational Documents” means, for any Person, the documents for its formation and organization, which, for example, (a) for a corporation are its corporate charter and bylaws, (b) for a partnership are its certificate of partnership (if applicable) and partnership agreement, (c) for a limited liability company are its certificate of formation or organization and its operating agreement, regulations or the like and (d) for a trust is the trust agreement, declaration of trust, indenture or bylaws under which it is created.

“Original Balance” means, with respect to any Receivable coming into existence after the Initial Cutoff Date, the Outstanding Balance of such Receivable on the date it was created.

“Originator Addition Date” has the meaning set forth in Section 3.3 of the Agreement.

“Originators” has the meaning set forth in the preamble to the Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means a pension plan (as defined in Section 3(2) of ERISA) (other than a Multiemployer Plan) subject to Title IV of ERISA which Schein or any ERISA Affiliate sponsors or maintains, or to which Schein or any of its ERISA Affiliate makes, is making, or is obligated to make contributions, including a multiple employer plan (as described in Section 4064(a) of ERISA), or with respect to which Schein or any of its ERISA Affiliate has any liability, contingent or otherwise.

“Purchase” means the purchase by Buyer from each Originator pursuant to Section 1.2(a) of the Receivables originated by such Originator and the Related Security and Collections related thereto, together with all related rights in connection therewith.

“Purchase Agreement” has the meaning set forth in the Preliminary Statements to the Agreement.

“Purchase Agreement Termination Event” means any “Termination Event” under and as defined in the Purchase Agreement.

“Purchase Price” means, with respect to the Purchase from each Originator, the aggregate price to be paid by Buyer to such Originator for such Purchase in accordance with Section 1.3 of the Agreement for the Receivables originated by such Originator being sold to Buyer, which price shall equal on any date (i) the product of (x) the Outstanding Balance of such Receivables on such date, *multiplied by* (y) one minus the Discount Factor in effect on such date, minus (ii) any Purchase Price Credits to be credited against the Purchase Price otherwise payable in accordance with Section 1.4 of the Agreement.

“Purchase Price Credit” has the meaning set forth in Section 1.4 of the Agreement.

“Purchase Report” has the meaning set forth in Section 1.2(b) of the Agreement.

“Purchased Assets” has the meaning set forth in Section 2.1(c) of the Agreement.

“Purchaser” has the meaning set forth in the Preliminary Statements to the Agreement.

“Receivable” means all indebtedness and other obligations owed to an Originator (at the times it arises, and before giving effect to any transfer or conveyance under the Agreement) or to Buyer (after giving effect to the transfers under the Agreement) (including, without limitation, any indebtedness, obligation or interest constituting an account, chattel paper, instrument or general intangible) arising in connection with the sale of goods or the rendering of services by such Originator, and further includes, without limitation, the obligation to pay any Finance Charges (if any) with respect thereto. Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual invoice, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other rights and obligations arising from any other transaction; **provided that**, any indebtedness, rights or obligations referred to in the immediately preceding sentence shall be a Receivable regardless of whether the account debtor or such Originator treats such indebtedness, rights or obligations as a separate payment obligation.

“Related Security” means, with respect to any Receivable originated by an Originator:

(i) all security or other interests in the inventory and goods (including returned or repossessed inventory or goods), if any, the sale, financing or lease of which by such Originator gave rise to such Receivable, and all insurance contracts with respect thereto,

(ii) all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,

(iii) all guaranties, letters of credit, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise,

(iv) all service contracts and other contracts and agreements associated with such Receivable,

(v) all Records related to such Receivable,

(vi) all of such Originator's right, title and interest in each Lock-Box and each Collection Account, and

(vii) all proceeds of any of the foregoing.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

"Required Capital Amount" means, as of any date of determination, an amount equal to the greater of (a) 2.5% of the Purchase Limit under the Purchase Agreement, and (b) the product of (i) 2.0 times the product of the Default Ratio times the Loss Horizon Ratio, each as determined from the most recent Settlement Report received from the Servicer under the Purchase Agreement, and (ii) the Outstanding Balance of all Receivables as of such date, as determined from the most recent Settlement Report received from the Servicer under the Purchase Agreement.

"Schein" has the meaning set forth in the preamble to the Agreement.

"Schein Puerto Rico" has the meaning set forth in the preamble to the Agreement.

"Subordinated Loan" has the meaning set forth in Section 1.3(a) of the Agreement.

"Subordinated Note" means a promissory note in substantially the form of Exhibit V hereto as more fully described in Section 1.3 of the Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Termination Date" means the earliest to occur of (i) the Facility Termination Date, (ii) the Business Day immediately prior to the occurrence of a Termination Event set forth in Section 5.1(e), (iii) the Business Day specified in a written notice from Buyer to each Originator following the occurrence of any other Termination Event, and (iv) the date which is 60 days after Buyer's receipt of written notice from each Originator that it wishes to terminate the facility evidenced by this Agreement.

"Termination Event" has the meaning set forth in Section 5.1 of the Agreement.

"Unmatured Termination Event" means an event which, with the passage of time or the giving of notice, or both, would constitute a Termination Event.

All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9.

Exhibit II

Places of Business; Locations of Records;
Federal Employer Identification Number(s); Other Names

(On file with the Agent)

II-1

Exhibit III

Lock-boxes; Collection Accounts; Collection Banks

(On file with the Agent)

III-1

Exhibit IV

Credit and Collection Policy.

(On file with the Agent)

IV-1

Exhibit V

Form of Subordinated Note

SUBORDINATED NOTE

, 201

1. Note. FOR VALUE RECEIVED, the undersigned, HSFR, Inc., a Delaware corporation (“**SPV**”), hereby unconditionally promises to pay to the order of [ORIGINATOR NAME], a(n) *****[corporation] [limited liability company] [partnership]***** (“**Originator**”), in lawful money of the United States of America and in immediately available funds, on or before the date following the Termination Date which is one year and one day after the date on which (i) the Outstanding Balance of all Receivables sold by Originator under the “Sale Agreement” referred to below has been reduced to zero and (ii) Originator has paid to Buyer all indemnities, adjustments and other amounts which may be owed thereunder in connection with the Purchase thereunder (the “**Collection Date**”), the aggregate unpaid principal sum outstanding of all “Subordinated Loans” made from time to time by Originator to SPV pursuant to and in accordance with the terms of that certain Receivables Sale Agreement dated as of April 17, 2013 among Originator and certain of its affiliates, as sellers, and SPV, as buyer (as amended, restated, supplemented or otherwise modified from time to time, the “**Sale Agreement**”). Reference to Section 1.3 of the Sale Agreement is hereby made for a statement of the terms and conditions under which the loans evidenced hereby have been and will be made. All terms which are capitalized and used herein and which are not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Sale Agreement.

2. Interest. SPV further promises to pay interest on the outstanding unpaid principal amount hereof from the date hereof until payment in full hereof at a rate equal to the 1-month LIBOR rate published in *The Wall Street Journal* on the first Business Day of each month (or portion thereof) during the term of this Subordinated Note, computed for actual days elapsed on the basis of a year consisting of 360 days and changing on the first business day of each month hereafter (“**LIBOR**”); *provided, however*, that if SPV shall default in the payment of any principal hereof, SPV promises to pay, on demand, interest at the rate equal to LIBOR plus 1.50 % *per annum* on any such unpaid amounts, from the date such payment is due to the date of actual payment. Interest shall be payable on the first Business Day of each month in arrears; *provided, however*, that SPV may elect on the date any interest payment is due hereunder to defer such payment and upon such election the amount of interest due but unpaid on such date shall constitute principal under this Subordinated Note. The outstanding principal of any loan made under this Subordinated Note shall be due and payable on the Collection Date and may be repaid or prepaid at any time without premium or penalty.

3. Principal Payments. Originator is authorized and directed by SPV to enter on the grid attached hereto, or, at its option, in its books and records, the date and amount of each loan made by it which is evidenced by this Subordinated Note and the amount of each payment of principal made by SPV, and absent manifest error, such entries shall constitute prima facie evidence of the accuracy of the information so entered; **provided that** neither the failure of Originator to make any such entry or any error therein shall expand, limit or affect the obligations of SPV hereunder.

4. **Subordination.** Originator shall have the right to receive, and SPV shall make, any and all payments and prepayments relating to the loans made under this Subordinated Note **provided that**, after giving effect to any such payment or prepayment, the aggregate Outstanding Balance of Receivables (as each such term is defined in the Purchase Agreement hereinafter referred to) owned by SPV at such time exceeds the sum of (a) the Aggregate Unpaid (as defined in the Purchase Agreement) outstanding at such time under the Purchase Agreement, plus (b) the aggregate outstanding principal balance of all loans made under this Subordinated Note. Originator hereby agrees that at any time during which the conditions set forth in the proviso of the immediately preceding sentence shall not be satisfied, Originator shall be subordinate in right of payment to the prior payment of any indebtedness or obligation of SPV owing to the Agent or any Purchaser under that certain Receivables Purchase Agreement dated as of April 17, 2013 by and among SPV, Henry Schein, Inc., as initial Servicer (the “**Servicer**”), various Purchaser Groups from time to time party thereto, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as the agent (the “**Agent**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”). The subordination provisions contained herein are for the direct benefit of, and may be enforced by, the Agent, the Purchaser Agents and the Purchasers and/or any of their respective assignees (collectively, the “**Senior Claimants**”) under the Purchase Agreement. Until the date on which the “Aggregate Invested Amount” outstanding under the Purchase Agreement has been repaid in full and all other obligations of SPV and/or the Servicer thereunder and under the “Fee Letter” referenced therein (all such obligations (other than contingent obligations for which no claim has been asserted), collectively, the “**Senior Claim**”) have been indefeasibly paid and satisfied in full, Originator shall not institute against SPV any proceeding of the type described in Section 5.1(e) of the Sale Agreement unless and until the Collection Date has occurred. Should any payment, distribution or security or proceeds thereof be received by Originator in violation of this Section 4, Originator agrees that such payment shall be segregated, received and held in trust for the benefit of, and deemed to be the property of, and shall be immediately paid over and delivered to the Agent for the benefit of the Senior Claimants.

5. **Bankruptcy; Insolvency.** Upon the occurrence of any proceeding of the type described in Section 5.1(e) of the Sale Agreement involving SPV as debtor, then and in any such event the Senior Claimants shall receive payment in full of all amounts due or to become due on or in respect of the Aggregate Invested Amount and the Senior Claim (including “Yield” as defined and as accruing under the Purchase Agreement after the commencement of any such proceeding, whether or not any or all of such Yield is an allowable claim in any such proceeding) before Originator is entitled to receive payment on account of this Subordinated Note, and to that end, any payment or distribution of assets of SPV of any kind or character, whether in cash, securities or other property, in any applicable insolvency proceeding, which would otherwise be payable to or deliverable upon or with respect to any or all indebtedness under this Subordinated Note, is hereby assigned to and shall be paid or delivered by the Person making such payment or delivery (whether a trustee in bankruptcy, a receiver, custodian or liquidating trustee or otherwise) directly to the Agent for application to, or as collateral for the payment of, the Senior Claim until such Senior Claim shall have been paid in full and satisfied.

6. Amendments. This Subordinated Note shall not be amended or modified except in accordance with Section 7.1 of the Sale Agreement. The terms of this Subordinated Note may not be amended or otherwise modified without the prior written consent of the Agent for the benefit of the Purchasers.

7. GOVERNING LAW. THIS SUBORDINATED NOTE HAS BEEN MADE AND DELIVERED AT NEW YORK, NEW YORK, AND SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK. WHEREVER POSSIBLE EACH PROVISION OF THIS SUBORDINATED NOTE SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SUBORDINATED NOTE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS SUBORDINATED NOTE.

8. Waivers. All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor. Originator additionally expressly waives all notice of the acceptance by any Senior Claimant of the subordination and other provisions of this Subordinated Note and expressly waives reliance by any Senior Claimant upon the subordination and other provisions herein provided.

9. Assignment. This Subordinated Note may not be assigned, pledged or otherwise transferred to any party other than Originator without the prior written consent of the Agent, and any such attempted transfer shall be void.

HSFR, INC.

By: _____
Title:

**Schedule
to
SUBORDINATED NOTE
SUBORDINATED LOANS AND PAYMENTS OF PRINCIPAL**

<u>Date</u>	<u>Amount of Subordinated Loan</u>	<u>Amount of Principal Paid</u>	<u>Unpaid Principal Balance</u>	<u>Notation made by (initials)</u>

Exhibit VI

[Form of] Purchase Report

For the Calculation Period beginning [date] and ending [date]

TO: BUYER AND THE AGENT (AS BUYER'S ASSIGNEE)

Aggregate Receivables generated and sold during the period:	\$	A
Less: Purchase Price discount during the Period:	(\$)	(B)
Equals: Gross Purchase Price payable during the period (A – B)	\$	=C
Less: Total Purchase Price Credits arising during the period:	(\$)	(D)
Equals: Net Purchase Price payable during the period (C – D):	\$	=E
Cash Purchase Price Paid to Originator during the period:	\$	F
Subordinated Loans made during the period:	\$	G
Less: Repayments of Subordinated Loans received during the period:	(\$)	(H)
Equals: Purchase Price paid in cash or Subordinated Loans during the period (F + G – H):	\$	=I
Aggregate Outstanding Balance of Receivables contributed during the period:	\$	J

Exhibit VII

[Form of] Joinder Agreement

THIS JOINDER AGREEMENT, dated as of _____, 201____ (this "**Agreement**") is executed by _____, a [corporation][limited liability company] organized under the laws of _____ (the "**Additional Originator**"), with its principal place of business located at _____.

(a) HSFR, Inc. ("**Buyer**"), Henry Schein, Inc. ("**Schein**"), Henry Schein Puerto Rico, Inc. ("**Schein Puerto Rico**"), Insource, Inc. ("**Insource**"), Camlog USA, Inc. ("**Camlog**") and such other entities party thereto from time to time as Originators (collectively with Schein, Schein Puerto Rico, Insource and Camlog hereinafter referred to as the "**Originator**" or the "**Originators**"), have entered into that certain Receivables Sale Agreement, dated as of April 17, 2013 (as amended from time to time, the "**Receivables Sale Agreement**").

(b) The Additional Originator desires to become an Originator pursuant to Section 3.3 of the Receivables Sale Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Originator hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Receivables Sale Agreement.

SECTION 2. Transaction Documents. The Additional Originator hereby agrees that it shall be bound by all of the terms, conditions and provisions of, and shall be deemed to be a party to (as if it were an original signatory to), the Receivables Sale Agreement. From and after the later of the date hereof and the date that the Additional Originator has complied with all of the requirements of Section 3.3 of the Receivables Sale Agreement, the Additional Originator shall be an Originator for all purposes of the Receivables Sale Agreement and the other Transaction Documents. The Additional Originator hereby acknowledges that it has received copies of the Receivables Sale Agreement and the other Transaction Documents.

SECTION 3. Representations and Warranties. The Additional Originator hereby makes all of the representations and warranties set forth in Article II of the Receivables Sale Agreement as of the date hereof (unless such representations and warranties relate to an earlier date, in which case as of such earlier date), as if such representations and warranties were fully set forth herein. The Additional Originator hereby represents and warrants that the chief place of business and chief executive office of the Additional Originator, and the offices where the Additional Originator keeps all of its books, records and documents evidencing the Receivables generated by it, the related Contracts and Related Security at the addresses set forth below:

SECTION 4. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK. This Agreement is executed by the

Additional Originator for the benefit of Buyer and the other Originators, and each of the foregoing parties may rely hereon. This Agreement shall be binding upon, and shall inure to the benefit of, the Additional Originator and its successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer as of the date and year first above written.

[Name of Additional Originator]

By: _____
Name: _____
Title: _____

[ADDRESS]

Attn: []
Telephone No.: []
Facsimile No.: []

Consented to:

HSFR, INC.

By: _____
Name: _____
Title: _____

Consented to:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Agent

By: _____

Name: _____

Title: _____

Schedule A

DOCUMENTS TO BE DELIVERED TO BUYER
ON OR PRIOR TO THE PURCHASE

1. Executed copies of the Receivables Sale Agreement, duly executed by the parties thereto.
2. Copy of the Credit and Collection Policy to attach to the Receivables Sale Agreement as an Exhibit.
3. A certificate of each Originator's Secretary certifying:
 - (a) A copy of the Resolutions of the Board of Directors of such Originator, authorizing such Originator's execution, delivery and performance of the Receivables Sale Agreement and the other documents to be delivered by it thereunder;
 - (b) A copy of the Organizational Documents of such Originator (also certified, to the extent that such documents are filed with any governmental authority, by the Secretary of State of the jurisdiction of organization of such Originator on or within thirty (30) days prior to closing);
 - (c) Good Standing Certificates for such Originator issued by the Secretary of State of its state of incorporation; and
 - (d) The names and signatures of the officers authorized on its behalf to execute the Receivables Sale Agreement and any other documents to be delivered by it thereunder.
4. Pre-filing state and federal tax lien, judgment lien and UCC lien searches against the Originators in the applicable UCC locations:
5. Time stamped receipt copies of proper financing statements, duly filed under the UCC on or before the date of the initial Purchase (as defined in the Receivables Sale Agreement) in all jurisdictions as may be necessary or, in the opinion of Buyer (or its assigns), desirable, under the UCC of all appropriate jurisdictions or any comparable law in order to perfect the ownership interests contemplated by the Receivables Sale Agreement.
6. Time stamped receipt copies of proper UCC termination statements, if any, necessary to release all security interests and other rights of any Person in the Receivables, Contracts or Related Security previously granted by each Originator.
7. Executed Collection Account Agreements for each Lock-Box and Collection Account.
8. A favorable opinion of legal counsel for each Originator licensed to give opinions under New York law reasonably acceptable to Buyer (and the Agent, as Buyer's assignee) as to the following:
 - (a) Such Originator (other than Schein Puerto Rico and Insource) is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation.

(b) Such Originator (other than Schein Puerto Rico and Insource) has all requisite authority to conduct its business in each jurisdiction where failure to be so qualified would have a material adverse effect on such Originator's business.

(c) The execution and delivery by such Originator (other than Schein Puerto Rico and Insource) of the Receivables Sale Agreement and each other Transaction Document to which it is a party and its performance of its obligations thereunder have been duly authorized by all necessary organizational action and proceedings on the part of such Originator and will not:

(i) require any action by or in respect of, or filing with, any governmental body, agency or official (other than the filing of UCC financing statements);

(ii) contravene, or constitute a default under, any provision of applicable law or regulation or of its articles or certificate of incorporation or bylaws or of any judgment, injunction, order or decree binding upon such Originator; or

(d) The Receivables Sale Agreement and each other Transaction Document to which it is a party has been duly executed and delivered by such Originator (other than Schein Puerto Rico and Insource) and constitutes the legally valid, and binding obligation of such Originator enforceable in accordance with its terms, except to the extent the enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject also to the availability of equitable remedies if equitable remedies are sought.

(e) In the event that the Receivables Sale Agreement is held to create a transfer for security purposes rather than a true sale or other outright assignment, the provisions of the Receivables Sale Agreement are effective to create valid security interests in favor of Buyer in all of such Originator's right, title and interest in and to its Receivables and other Purchased Assets described therein which constitute "accounts," "chattel paper" or "payment intangibles" (each as defined in the UCC) (collectively, the "**Opinion Collateral**"), as security for the payment of a loan deemed to have been made by Buyer to such Originator in an amount equal to the Purchase Price (as defined therein) of the Receivables (as defined therein) acquired from such Originator, together with all other obligations of such Originator thereunder.

(f) Each of the UCC-1 Financing Statements naming such Originator (other than Schein Puerto Rico and Insource) as debtor, Buyer, as secured party, and Agent, as assignee of secured party to be filed with the appropriate Secretary of State, is in appropriate form for filing therein. Upon filing of such UCC-1 Financing Statements in such filing offices and payment of the required filing fees, the security interest in favor of Buyer in the Receivables and the other Opinion Collateral will be perfected (in the case of the other Opinion Collateral to the extent the security interests may be perfected by the filing of UCC-1 financing statements).

(g) Originator is not an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

9. A **“true sale”** opinion and **“substantive consolidation”** opinion of counsel for Originator with respect to the transactions contemplated by the Receivables Sale Agreement.
10. A Certificate of a Responsible Officer of each Originator certifying that, as of the closing date, no Termination Event or Unmatured Termination Event exists and is continuing.
11. Executed Subordinated Note by Buyer in favor of each Originator.

**NEWS RELEASE**

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

FOR IMMEDIATE RELEASE***HENRY SCHEIN SECURES \$300 MILLION OF COMMITTED FINANCING***

MELVILLE, N.Y. – April 19, 2013 – Henry Schein, Inc. (NASDAQ: HSIC), the world's largest provider of health care products and services to office-based dental, medical and animal health practitioners, announced today that it has entered into a facility agreement of up to \$300 million with The Bank of Tokyo-Mitsubishi UFJ, Ltd. based on the securitization of its accounts receivable. The facility is committed and has a maturity of three years.

Henry Schein plans to use this new facility for working capital and general corporate purposes, including, but not limited to, capital expenditures, the repurchase of the Company's capital stock and permitted refinancing of existing debt, as well as for funding potential acquisitions.

"We are pleased to announce this facility agreement, which contributes to our existing committed financing lines and provides us with greater operational flexibility to execute on our strategic growth objectives," said Steven Paladino, Executive Vice President and Chief Financial Officer of Henry Schein.

About Henry Schein, Inc.

Henry Schein, Inc. is the world's largest provider of health care products and services to office-based dental, medical and animal health practitioners. The Company also serves dental laboratories, government and institutional health care clinics, and other alternate care sites. A Fortune 500® Company and a member of the NASDAQ 100® Index, Henry Schein employs more than 15,000 Team Schein Members and serves more than 775,000 customers.

The Company offers a comprehensive selection of products and services, including value-added solutions for operating efficient practices and delivering high-quality care. Henry Schein operates through a centralized and automated distribution network, with a selection of more than 96,000 branded products and Henry Schein private-brand products in stock, as well as more than 110,000 additional products available as special-order items. The Company also offers its customers exclusive, innovative technology solutions, including practice management software and e-commerce solutions, as well as a broad range of financial services.

Headquartered in Melville, N.Y., Henry Schein has operations or affiliates in 25 countries. The Company's sales reached a record \$8.9 billion in 2012, and have grown at a compound annual rate of 17 percent since Henry Schein became a public company in 1995. For more information, visit the Henry Schein Web site at www.henryschein.com.

-more-

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” or other comparable terms. A full discussion of our operations and financial condition, including factors that may affect our business and future prospects, is contained in documents we have filed with the 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 market; 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; possible increases in the cost of shipping our products or other service issues with our third-party shippers; general global macro-economic conditions; disruptions in financial markets; possible 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 international operations; transitional challenges associated with acquisitions and joint ventures, including the failure to achieve anticipated synergies; financial risks associated with acquisitions and joint ventures; litigation risks; the dependence on our continued product development, technical support and successful marketing in the technology segment; risks from rapid technological change; risks from disruption to our information systems; 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.

CONTACTS:

Investors: Steven Paladino

Executive Vice President and Chief Financial Officer

steven.paladino@henryschein.com

(631) 843-5500

or

Carolynne Borders

Vice President, Investor Relations

carolynne.borders@henryschein.com

(631) 390-8105

Media: Susan Vassallo

Vice President, Corporate Communications

susan.vassallo@henryschein.com

(631) 843-5562

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