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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): June 30, 2011

Henry Schein, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-27078
(Commission File Number)

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

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

11747
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 30, 2011, Henry Schein, Inc. (the "Company") and Stanley M. Bergman (Chairman of the Board of Directors and Chief Executive Officer of the Company) entered into an amendment (the "Amendment") to the Amended & Restated Employment Agreement dated December 31, 2008 (the "Employment Agreement"). The Amendment extends the notice period during which time the Company may inform Mr. Bergman of its intent to extend his employment under the terms of the Employment Agreement for an additional three-year period (the "Extension Notice"). Prior to the execution of the Amendment, the Extension Notice was to be given by the Company no later than June 30, 2011 and Mr. Bergman was to advise the Company if he did not wish to extend his employment period within 90 days after such Extension Notice was given. In order to allow the Company and Mr. Bergman additional time to review and consider the terms and conditions of the Employment Agreement, and to make any changes as the parties may mutually agree, the Company and Mr. Bergman agreed to amend the Employment Agreement to provide that the Extension Notice may be provided by the Company to Mr. Bergman no later than September 30, 2011, and Mr. Bergman's notice of non-extension, if any, must be provided to the Company no later than November 14, 2011. It is expected that the Company and Mr. Bergman will enter into a new multi-year contract after good faith negotiations of certain terms and conditions of a new amendment and restatement of the Employment Agreement.

* * *

In accordance with the "Safe Harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company provides 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 the Company 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 the Company's 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. Any forward-looking statements contained herein should not be relied upon as a prediction of actual results. The Company undertakes no duty and has no obligation to update forward-looking statements.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

- 1.1 Amendment dated June 30, 2011 to Amended and Restated Employment Agreement, dated as of December 31, 2008, by and between Henry Schein, Inc. and Stanley M. Bergman.

SIGNATURE

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

HENRY SCHEIN, INC.
(Registrant)

Date: July 1, 2011

By: /s/ Michael S. Ettinger
Michael S. Ettinger
Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit

- 1.1 Amendment dated June 30, 2011 to Amended and Restated Employment Agreement, dated as of December 31, 2008, by and between Henry Schein, Inc. and Stanley M. Bergman.

**AMENDMENT TO AMENDED & RESTATED EMPLOYMENT AGREEMENT
(STANLEY M. BERGMAN)**

THIS AMENDMENT TO THE AMENDED & RESTATED EMPLOYMENT AGREEMENT (the "Amendment") is dated as of June 30, 2011 (the "Effective Date") by and between HENRY SCHEIN, INC., a Delaware corporation (the "Company"), and STANLEY M. BERGMAN ("Bergman").

WHEREAS, Bergman is currently Chairman of the Board of Directors and Chief Executive Officer of the Company, and Bergman and the Company previously had entered into an Amended & Restated Employment Agreement dated as of December 31, 2008 (the "Agreement");

WHEREAS, the Company and Bergman are in the process of reviewing and considering the terms of the Agreement and wish to utilize additional time to review and consider such terms;

WHEREAS, pursuant to Section 1.2 of the Agreement, the Company must give Bergman notice of a three-year extension of the Agreement (the "Extension Notice") by June 30, 2011 and Bergman must advise the Company if he does not wish to extend the employment period within 90 days after such Extension Notice is given;

WHEREAS, in order for the parties to have additional time to review and consider the terms of the Agreement and to make any additional changes as the parties may mutually agree, and pursuant to and in accordance with Section 10(c) of the Agreement, the parties now desire to amend the Agreement to provide that the Extension Notice may be provided by the Company to Bergman no later than September 30, 2011, and Bergman's notice of non-extension must be provided to the Company no later than November 14, 2011.

NOW, THEREFORE, in consideration of the foregoing, the Company and Bergman agree as follows:

1. Effective as of June 30, 2011, Section 1.2 of the Agreement shall be amended in its entirety to read as follows:

"1.2 EMPLOYMENT PERIOD. Bergman's employment shall be for the period (the "Employment Period") commencing on the Effective Date, and ending on the earlier of (i) December 31, 2011, as such date may be extended as provided below, and (ii) the date on which Bergman's employment is terminated earlier pursuant to Section 4. The Employment Period may be extended by the Company from time to time for successive three-year periods by giving Bergman notice (an "Extension Notice") at least six months but not more than twelve months prior to the date that the then applicable Employment Period is to expire. Notwithstanding the preceding sentence, the Employment Period shall not be extended if Bergman, within 90 days after any Extension Notice is given, advises the Company that he chooses not to extend the Employment Period

("Bergman's Non-Extension Notice"). The date on which the Employment Period is scheduled to expire pursuant to whichever shall be the later of the date set forth in clause (i) above and the extended date as provided above is hereinafter referred to as the "Employment Expiration Date." Notwithstanding anything herein to the contrary, in order to allow the Company and Bergman additional time to review and consider the terms of the Agreement, the Extension Notice may be provided by the Company to Bergman no later than September 30, 2011 and Bergman's Non-Extension Notice must be provided to the Company no later than November 14, 2011."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of June 30, 2011.

HENRY SCHEIN, INC.

By: /s/ Michael S. Ettinger

Name: Michael S. Ettinger

Title: Senior Vice President & General Counsel

/s/ Stanley M. Bergman

Stanley M. Bergman