SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

FOR ANNUAL AND TRANSITION REPORTS PURSUANT
TO SECTIONS 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

(Mark One)
[X]ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2000

OR

[ ]TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number 0-16211

DENTSPLY International Inc.
(Exact name of registrant as specified in its charter)

Delaware	39-1434669
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

570 West College Avenue, York, Pennsylvania 17405-0872
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (717) 845-7511

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

Title of each class	Name of each exchange on which registered
None	Not applicable

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

Common Stock, par value $.01 per share
(Title of class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

As of February 28, 2001, the aggregate market value of voting common stock held by non-affiliates of the registrant, based upon the last reported sale price for the registrant's Common Stock on the Nasdaq National Market on such date was $1,903,600,040 (calculated by excluding shares owned beneficially by directors and executive officers as a group from total outstanding shares solely for the purpose of this response).

The number of shares of the registrant's Common Stock outstanding as of the close of business on February 28, 2001 was 51,668,687.

DOCUMENTS INCORPORATED BY REFERENCE

Certain portions of the registrant's annual report to shareholders for fiscal year 2000 (the "2000 Annual Report to Shareholders") are incorporated by reference into Parts I and II of this Annual Report on Form 10-K to the extent provided herein. Certain portions of the definitive Proxy Statement of DENTSPLY International Inc. to be used in connection with the 2001 Annual Meeting of Stockholders (the "Proxy Statement") are incorporated by reference into Part III of this Annual Report on Form 10-K to the extent provided herein. Except as specifically incorporated by reference herein, neither the 2000 Annual Report to Shareholders nor the Proxy Statement is to be deemed filed as part of this Annual Report on Form 10-K.

PART I

Item 1. Business

Certain statements made by the Company, including without limitation, statements containing the words "plans", "anticipates", "believes", "expects", or words of similar import may be deemed to be forward-looking statements and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that forward-looking statements involve risks and uncertainties which may materially affect the Company's business and prospects, and should be read in conjunction with the risk factors set forth in the section entitled "Additional Factors that May Affect Future Results" in this Annual Report on Form 10-K.

Overview

DENTSPLY International Inc. ("DENTSPLY" or the "Company"), a Delaware corporation, was created by a merger of Dentsply International Inc. ("Old Dentsply") and GENDEX Corporation in 1993 (the "Merger"). Old Dentsply, founded in 1899, was a manufacturer and distributor of artificial teeth, dental equipment, and dental consumable products. GENDEX, founded in 1983, was a manufacturer of dental x-ray equipment and handpieces. Today, DENTSPLY is the world's largest designer, developer, manufacturer and marketer of a broad range of products for the dental market. The Company's worldwide headquarters and executive offices are located in York, Pennsylvania.

The Company operates in a single operating segment as a designer, manufacturer and distributor of dental products in two principal categories: dental consumable and laboratory products, and dental equipment. Sales of the Company's professional dental products accounted for approximately 95% of DENTSPLY's consolidated sales in each of the last three years.

Recent Events

Recent developments in DENTSPLY's business include the acquisition of more than twenty companies since the Merger, including five in 2000. The information about the Company's business acquisitions and divestitures set forth in Note 3 in the Notes to Consolidated Financial Statements in the

Company's 2000 Annual Report to Shareholders is incorporated herein by reference. Acquisitions have played an important role in the growth of DENTSPLY's business, and the Company continues to seek out and identify promising acquisitions that will strengthen and broaden existing product lines or strategically move the Company into new dental product categories.

Principal Products

The worldwide professional dental industry encompasses the diagnosis, treatment and prevention of disease and ailments of the teeth, gums and supporting bone. DENTSPLY's two principal dental product lines are consumable and laboratory products, and equipment. These products are produced by the Company in the United States and internationally and are distributed throughout the world under some of the most well-established brand names and trademarks in the industry, including CAULK(R), CAVITRON(R), CERAMCO(R), DENTSPLY(R), DETREY(R), GENDEX(R), MIDWEST(R), R&R(R), RINN(R), TRUBYTE(R), MAILLEFER(R), PROFILE(R), THERMAFIL(R), ACUCAM(R), SANI-TIP(R), OVATION(R), ANTAEOS(R), BEUTELROCK(R) and ZIPPERER(R).

Consumable and Laboratory Products. Consumable and laboratory products consist of dental sundries used in dental offices in the treatment of patients and in dental laboratories in the preparation of dental appliances. DENTSPLY's products in this category include dental prosthetics, including artificial teeth, endodontic (root canal) instruments and materials, dental injectable anesthetics, prophylaxis paste, dental sealants, implants, impression materials, restorative materials, crown and bridge materials, tooth whiteners, topical fluoride, cutting instruments, dental needles, and orthodontic appliances and accessories. The Company manufactures thousands of different consumable and laboratory products marketed under more than a hundred brand names.

Dental Equipment. Dental equipment products consist of various durable goods used in dental offices for diagnosis and treatment of patients as well as in dental laboratories. DENTSPLY's dental equipment product lines include conventional and digital dental x-ray systems and related support equipment and accessories, intraoral cameras, computer imaging systems and related software, high and low speed handpieces, intraoral lighting systems, ultrasonic scalers and polishers, air abrasion systems and porcelain furnaces.

Markets, Sales and Distribution

DENTSPLY distributes the great majority of its dental products through domestic and foreign distributors, dealers and importers. However, certain highly technical products such as crown and bridge porcelain products, endodontic instruments and materials, orthodontic appliances, and bone substitute and grafting materials are sold directly to the dental laboratory or dentist in some markets, mainly in the United States. Sales to two customers, both distributors, accounted for 14% and 10%, respectively, of consolidated net sales in 2000.

The information about the Company's foreign and domestic operations and export sales set forth in Note 4 in the Notes to Consolidated Financial Statements in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Although its sales are made primarily to distributors, dealers, and importers, DENTSPLY focuses its marketing efforts on the dentists, dental hygienists, dental assistants, dental laboratories and dental schools who are the end users of its products. As part of this end-user "pull through" marketing approach, DENTSPLY employs nearly 1,100 highly trained, product-specific sales and technical staffs to provide comprehensive marketing and service tailored to the particular sales and technical support requirements of the dealers and the end users. The Company conducts extensive

distributor and end-user marketing programs and trains laboratory technicians and dentists in the proper use of its products, introducing them to the latest technological developments at its Educational Centers located in key dental markets. The Company also maintains ongoing relationships with various dental associations and recognized worldwide opinion leaders.

DENTSPLY believes that demand in a given geographic market for dental procedures and products varies according to the stage of social, economic and technical development that the market has attained. Geographic markets for DENTSPLY's dental products can be categorized into the following three stages of development:

The United States, Canada, Western Europe, the United Kingdom, Japan, and Australia are highly developed markets that demand the most advanced dental procedures and products and have the highest level of expenditure on dental care. In these markets, the focus of dental care is increasingly upon preventive care and specialized dentistry. In addition to basic procedures such as the excavation and filling of cavities and tooth extraction and denture replacement, dental professionals perform an increasing volume of preventive and cosmetic procedures. These markets require varied and complex dental products, utilize sophisticated diagnostic and imaging equipment, and demand high levels of attention to protection against infection and patient cross-contamination.

In certain countries in Central America, South America and the Pacific Rim, dental care is often limited to the excavation and filling of cavities and other restorative techniques, reflecting more modest per capita expenditures for dental care. These markets demand diverse products such as high and low speed handpieces, restorative compounds, finishing devices and custom restorative devices.

In the People's Republic of China, India, Eastern Europe, the countries of the former Soviet Union, and other developing countries, dental ailments are treated primarily through tooth extraction and denture replacement. These procedures require basic surgical instruments, artificial teeth for dentures and bridgework, and anchoring devices such as posts.

The Company offers products and equipment for use in markets at each of these stages of development. The Company believes that as each of these markets develop, demand for more technically advanced products will increase. The Company also believes that its recognized brand names, high quality and innovative products, technical support services and strong international distribution capabilities position it well to take advantage of any opportunities for growth in all of the markets that it serves.

The following trends support the Company's confidence in its industry growth outlook:

Increasing worldwide population - Population growth continues throughout the world.

Growth of the population 65 or older - The percentage of the United States and European population over age 65 is expected to nearly double by the year 2030. In addition to having significant needs for dental care, the elderly are well positioned to pay for the required procedures since they control sizable amounts of discretionary income.

Natural teeth are being retained longer - According to the Princeton Dental Resource Center's study on Oral Health and Aging, "Individuals with natural teeth are over four times as likely to visit a dentist in a given year than those without any natural teeth remaining."

The changing dental practice in developed countries - Dentistry in developed countries has been transformed from a profession primarily

dealing with pain, infections and tooth decay to one with increased emphasis on preventive care and cosmetic dentistry. DENTSPLY's product lines are well positioned to provide the new sophisticated solutions that these advanced procedures require.

Per capita and discretionary incomes are increasing in emerging nations - As personal incomes continue to rise in the emerging nations of the Pacific Rim and Latin America, healthcare including dental services are a growing priority.

Growth in the field of aesthetic dentistry - Those among the aging "Baby Boomer" population are not only keeping their natural teeth longer but are interested in looking their best, increasing the demand for tooth whitening and other aesthetic procedures.

Product Development

Technological innovation and successful product development are critical to strengthening the Company's prominent position in worldwide dental markets, maintaining its leadership positions in product categories where it has a high market share, and increasing market share in product categories where gains are possible. While many of DENTSPLY's innovations represent sequential improvements of existing products, the Company also continues to successfully launch products that represent fundamental change. Its research centers in Europe and North America employ approximately 200 scientists, Ph.D.'s, engineers and technicians dedicated to research and product development. During 2000, 1999, and 1998, approximately $20.4 million, $18.5 million, and $18.2 million, respectively, was invested by the Company in connection with the development of new products and in the improvement of existing products.

Operating and Technical Expertise

DENTSPLY believes that its manufacturing capabilities are important to its success. The Company continues to automate its global manufacturing operations in order to remain a low cost producer.

The manufacture of the Company's products requires substantial and varied technical expertise. Complex materials technology and processes are necessary to manufacture the Company's products.

DENTSPLY has completed or has in progress a number of key initiatives around the world that are focused on helping the Company improve its operating margins.

1. The Company has projects in progress in Europe and North America to centralize warehousing and distribution functions. These projects are focused on minimizing both inventory levels and multiple shipments. They will also help improve product forecasting and service to our customers.

2. The Company completed two restructuring projects in 1999. Tooth manufacturing was moved from Germany to Brazil, which has a lower cost structure, and the majority of activities of the New Image division's intraoral camera operation were discontinued and the remaining activities were integrated into the Gendex equipment division located in Chicago. These initiatives began to positively affect operating performance in 2000.

3. In December 2000, the Company also announced plans to restructure its French and Latin American businesses by consolidating operations in

these regions in order to eliminate duplicative functions. The Company anticipates that this plan will increase operational efficiencies and contribute to future earnings. The restructuring will result in the elimination of approximately 40 administrative positions, mainly in France. The Company anticipates that most aspects of this project will be completed and the benefits of the restructuring will begin to be realized by the end of 2001.

4. DENTSPLY continues to focus on improving its manufacturing processes at several of its manufacturing locations, providing improved flexibility. This will allow the Company to continue to reduce inventories, improve response times to changes in customer demand, and improve gross profit margins.

5. The Company also completed its shared services initiative in North America in 2000, which focused on the consolidation and centralization of back office support functions.

6. DENTSPLY is making significant improvements in Information Technology as well. The Company continues to build upon the new manufacturing and financial accounting system that was implemented in 1999, which provides the Company with a common software platform for nearly all of its locations around the world.

Foreign Operations

The Company conducts its business in over 120 foreign countries, principally through its foreign subsidiaries. DENTSPLY has a long-established presence in Canada and in the European market, particularly in Germany, Switzerland, France, Italy and England. The Company also has a significant market presence in Central and South America including Brazil, Mexico, Argentina, Colombia, and Chile; in South Africa; and in the Pacific Rim including Australia, New Zealand, China (including Hong Kong), Thailand, India, Philippines, Taiwan, Korea, Vietnam, Indonesia and Japan. DENTSPLY has also established marketing activities in Moscow, Russia to serve the countries of the former Soviet Union.

For 2000, 1999 and 1998, the Company's sales outside the United States, including export sales, accounted for approximately 42%, 45% and 46%, respectively, of consolidated net sales. The information about the Company's United States and foreign sales and assets set forth in Note 4 in the Notes to Consolidated Financial Statements in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

As a result of the Company's significant international operations, DENTSPLY is subject to fluctuations in exchange rates of various foreign currencies and other risks associated with foreign trade. The impact of currency fluctuations in any given period can be favorable or unfavorable. The impact of foreign currency fluctuations of European currencies on operating income is partially offset by sales in the United States of products sourced from plants and third party suppliers located overseas, principally in Germany and Switzerland. The Company enters into forward foreign exchange contracts to selectively hedge assets and liabilities denominated in foreign currencies. The information regarding foreign exchange risk management activities set forth under the caption "Derivative Financial Instruments" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Competition

The Company conducts its operations, both domestic and foreign, under highly competitive market conditions. Competition in the dental consumables and equipment industries is based primarily upon product performance, quality, safety and ease of use, as well as price, customer service, innovation and acceptance by professionals and technicians. DENTSPLY

believes that its principal strengths include its well-established brand names, its reputation for high-quality and innovative products, its leadership in product development and manufacturing, and its commitment to customer service and technical support.

The size and number of the Company's competitors vary by product line and from region to region. There are many companies that produce some, but not all, of the same types of products as those produced by the Company. Certain of DENTSPLY's competitors may have greater resources than does the Company in certain of its product offerings.

Regulation

The Company's products are subject to regulation by, among other governmental entities, the United States Food and Drug Administration (the "FDA"). In general, if a dental "device" is subject to FDA regulation, compliance with the FDA's requirements constitutes compliance with corresponding state regulations. In order to ensure that dental products distributed for human use in the United States are safe and effective, the FDA regulates the introduction, manufacture, advertising, labeling, packaging, marketing and distribution of, and record-keeping for, such products.

Dental devices of the types sold by the Company are generally classified by the FDA into a category that renders them subject only to general controls that apply to all medical devices, including regulations regarding alteration, misbranding, notification, record-keeping and good manufacturing practices. The Company believes that it is in compliance with FDA regulations applicable to its products and manufacturing operations.

All dental amalgam filling materials, including those manufactured and sold by the Company, contain mercury. Various groups have alleged that dental amalgam containing mercury is harmful to human health and have actively lobbied state and federal lawmakers and regulators to pass laws or adopt regulatory changes restricting the use, or requiring a warning against alleged potential risks, of dental amalgams. The FDA's Dental Devices Classification Panel, the National Institutes of Health and the United States Public Health Service have each indicated that no direct hazard to humans from exposure to dental amalgams has been demonstrated to them. If the FDA were to reclassify dental mercury and amalgam filling materials as classes of products requiring FDA premarket approval, there can be no assurance that the required approval would be obtained or that the FDA would permit the continued sale of amalgam filling materials pending its determination. DENTSPLY also manufactures and sells non-amalgam dental filling materials that do not contain mercury.

The introduction and sale of dental products of the types produced by the Company are also subject to government regulation in the various foreign countries in which they are produced or sold. Some of these regulatory requirements are more stringent than those applicable in the United States. DENTSPLY believes that it is in substantial compliance with the foreign regulatory requirements that are applicable to its products and manufacturing operations.

Sources and Supply of Raw Materials

All of the raw materials used by the Company in the manufacture of its products are purchased from various suppliers and are available from numerous sources. No single supplier accounts for a significant percentage of DENTSPLY's raw material requirements.

Trademarks and Patents

Products manufactured by DENTSPLY are sold primarily under its own trademarks and trade names. The Company also owns and maintains numerous patents throughout the world and is licensed under a small number of patents owned by others.

DENTSPLY's policy is to protect its products and technology through patents and trademark registrations in the United States and in significant international markets for its products. The Company carefully monitors trademark use worldwide, and promotes enforcement of its patents and trademarks in a manner that is designed to balance the cost of such protection against obtaining the greatest value for the Company. DENTSPLY believes its patents and trademark properties are important and contribute to the Company's marketing position but it does not consider its overall business to be materially dependent upon any individual patent or trademark.

Working Capital Practices

Information about DENTSPLY's working capital, liquidity and capital resources is incorporated herein by reference to the material under the caption " Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's 2000 Annual Report to Shareholders.

Employees

As of December 31, 2000, the Company and its subsidiaries employed approximately 6,150 employees. A small percentage of the Company's employees are represented by labor unions. Hourly workers at the Company's Ransom & Randolph facility in Maumee, Ohio are represented by Local No. 12 of the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America under a collective bargaining agreement that expires on January 31, 2004. Hourly workers at the Company's Midwest Dental Products facility in Des Plaines, Illinois are represented by Tool & Die Makers Local 113 of the International Association of Machinists and Aerospace Workers under a collective bargaining agreement that expires on June 1, 2003. The Company believes that its relationship with its employees is good.

Environmental Matters

DENTSPLY believes that its operations comply in all material respects with applicable environmental laws and regulations. Maintaining this level of compliance has not had, and is not expected to have, a material effect on the Company's capital expenditures or on its business.

ADDITIONAL FACTORS THAT MAY AFFECT FUTURE RESULTS

Rate of Growth

The Company's ability to continue to increase revenues depends upon a number of factors. Among those factors are the rate of growth in the market for dental supplies and equipment, the ability of the Company to continue to develop innovative and cost-effective new products, the acceptance by dental professionals of new products and technologies, and the Company's ability to complete acquisitions. The demand for dental services can be adversely affected by economic conditions, healthcare reform, government regulation or more stringent limits in expenditures by dental insurance providers. There is also a risk that dental professionals may resist new products or technologies or may not be able to obtain reimbursement from dental insurance providers for the use of new procedures or equipment.

Acquisitions

In 2000 the Company completed five acquisitions. In the first quarter of 2001, the Company completed two acquisitions and entered into a definitive agreement to acquire a third company. These acquisitions involve a substantial degree of risk. The acquisitions are expected to result in benefits to DENTSPLY, including expanding the products and services offered by DENTSPLY to its customers and potential customers and enhancing DENTSPLY's presence in the

European market for dental products. Achieving the benefits of the acquisitions, however, will depend on a number of factors, including the integration of the operations and personnel of DENTSPLY and the acquired companies in a timely and efficient manner. The integration will be complicated by the need to integrate geographically diverse operations. In general, the Company cannot offer any assurances that it can successfully integrate or realize the anticipated benefits of the acquisitions. Failure to do so could result in the loss of key personnel and have a material adverse effect on the acquired businesses and DENTSPLY's financial condition and operating results. In addition, the attention and effort devoted to the integration of the acquired companies could significantly divert management's attention from other important tasks and could seriously harm DENTSPLY. Also, there can be no assurance that regulatory approval of any new products will be obtained, or that if such approvals are obtained, such products will be accepted in the marketplace. Other risks include:

- unanticipated expenses related to technology integration;

- difficulties in maintaining uniform standards, controls, procedures and policies;

- the impairment of relationships with employees and customers as a result of any integration of new management personnel; and

- potential unknown liabilities associated with acquired businesses.

DENTSPLY has acquired and may in the future acquire complementary businesses or technologies. If appropriate opportunities present themselves, additional businesses or products may be acquired and any such acquisitions may be material in size. The Company may not be able to successfully identify, negotiate or finance any future acquisitions.

DENTSPLY may not succeed in addressing the risks or problems encountered in connection with any future business combinations and acquisitions.

Fluctuating Operating Results

The Company's business is subject to quarterly variations in operating results caused by seasonality and by business and industry conditions, making operating results more difficult to predict. The timing of acquisitions, the impact of purchase accounting adjustments and consolidations among distributors of the Company's products may also affect the Company's operating results in any particular period.

Currency Translation and International Business Risks

Because approximately 40% of the Company's revenues have been generated in currencies other than the U.S. dollar, the value of the U.S. dollar in relation to those currencies affects the Company's operating results. The impact of foreign currency fluctuations in any given period can be favorable or unfavorable. If the U.S. dollar strengthens in relation to other currencies, the Company's revenues and operating results are likely to be adversely affected. In addition, approximately 42% of the Company's revenues result from sales in markets outside of the United States. Europe has been an important market for the Company, and although Asia and South America have not historically been the source of significant revenues, the Company has made investments in Asian and South American markets because it believes that long-term future growth prospects in these geographic areas are good. Weakness in economic conditions in Europe, Asia, or South America could have a material adverse effect on the Company's sales, operating results, and future rate of growth.

Margin Improvements

The Company strives to increase its margins by controlling its costs and

improving manufacturing efficiencies. However, there can be no assurance that the Company's efforts will continue to be successful. Margins can be adversely affected by many factors, including competition, product mix, cost of materials and labor, and the effect of acquisitions.

Ability to Attract and Retain Personnel

The Company's success is dependent upon its management and employees. The loss of senior management employees or any failure to recruit and train needed managerial, sales and technical personnel could have a material adverse effect on the Company.

Competition

The worldwide market for dental supplies and equipment is highly competitive. There can be no assurance that the Company will successfully identify new product opportunities and develop and market new products successfully, or that new products and technologies introduced by competitors will not render the Company's products obsolete or noncompetitive.

Antitakeover Provisions

Certain provisions of the Company's Certificate of Incorporation and By-Laws and of Delaware law could have the effect of making it difficult for a third party to acquire control of the Company. Such provisions include the division of the Board of Directors of the Company into three classes, with the three-year term of a class expiring each year, a provision allowing the Board of Directors to issue preferred stock having rights senior to those of the Common Stock and certain procedural requirements which make it difficult for stockholders to amend the Company's by-laws and which preclude stockholders from calling special meetings of stockholders. In addition, members of the Company's management and participants in the Company's Employee Stock Ownership Plan collectively own approximately 15% of the outstanding Common Stock of the Company, which may discourage a third party from attempting to acquire control of the Company in a transaction that is opposed by the Company's management and employees.

Item 2. Properties

The following is a list of DENTSPLY's principal manufacturing locations as of January 2001:

Location	Function	Leased or Owned
York, Pennsylvania	Manufacture and distribution of artificial teeth and other dental laboratory products; export of dental products; corporate headquarters	Owned
York, Pennsylvania	Manufacture of dental equipment and preventive dental products	Owned
Des Plaines, Illinois	Manufacture and assembly of dental handpieces and components and dental x-ray equipment	Leased
Franklin Park, Illinois	Manufacture and distribution of needles and needle-related products, primarily for the dental profession	Owned
Milford, Delaware	Manufacture of consumable dental products	Owned
Las Piedras, Puerto Rico	Manufacture of crown and bridge materials	Owned

Elgin, Illinois	Manufacture of dental x-ray film holders, film mounts and accessories	Owned
Maumee, Ohio	Manufacture and distribution of investment casting products	Owned
Lakewood, Colorado	Manufacture and distribution of bone grafting materials and Hydroxylapatite plasma-feed coating materials	Leased
Los Angeles, California	Manufacture and distribution of investment casting products	Leased
Johnson City, Tennessee	Manufacture and distribution of endodontic instruments and materials	Leased

Columbus, Indiana	Manufacture and distribution of orthodontic accessories	Leased
Petropolis, Brazil	Manufacture and distribution of artificial teeth and consumable dental products	Owned
Petropolis, Brazil	Manufacture and distribution of dental anesthetics	Owned
Konstanz, Germany	Manufacture and distribution of consumable dental products; distribution of dental equipment	Owned
Munich, Germany	Manufacture and distribution of endodontic instruments and materials	Owned
Mannheim, Germany	Manufacture and distribution of dental implant products	Owned
Milan, Italy	Manufacture and distribution of dental x-ray equipment	Leased
Mexico City, Mexico	Manufacture and distribution of dental products	Owned
Plymouth, England	Manufacture of dental hand instruments	Leased
Ballaigues, Switzerland	Manufacture and distribution of endodontic instruments	Owned
Ballaigues, Switzerland	Manufacture and distribution of plastic components and packaging material	Owned
Le Creux, Switzerland	Manufacture and distribution of endodontic instruments	Owned
New Delhi, India	Manufacture and distribution of dental products	Leased
Tianjin, China	Manufacture and distribution of dental products	Leased

In addition, the Company maintains sales and distribution offices at certain of its foreign and domestic manufacturing facilities, as well as at various other United States and international locations. Of the various sites around the world that are used exclusively for sales and distribution, all but two are leased. The Company also maintains sales offices in various countries throughout the world.

On January 25, 2001, a fire broke out in one of the Company's Swiss manufacturing facilities. The fire caused severe damage to a building and to

most of the equipment it contained. The Company has filed several insurance claims related to this damage, including a claim under its business interruption policy. The claims process is lengthy and its outcome cannot be predicted with certainty; however, the Company anticipates that all or most of the financial loss imposed by this fire will be recovered under its various insurance policies.

DENTSPLY believes that its properties and facilities are well maintained and are generally suitable and adequate for the purposes for which they are used.

Item 3. Legal Proceedings

DENTSPLY and its subsidiaries are from time to time parties to lawsuits arising out of their respective operations. The Company believes that pending litigation to which DENTSPLY is a party will not have a material adverse effect upon its consolidated financial position or results of operations.

In June 1995, the Antitrust Division of the United States Department of Justice initiated an antitrust investigation regarding the policies and conduct undertaken by the Company's Trubyte Division with respect to the distribution of artificial teeth and related products. On January 5, 1999 the Department of Justice filed a complaint against the Company in the U.S. District Court in Wilmington, Delaware alleging that the Company's tooth distribution practices violate the antitrust laws and seeking an order for the Company to discontinue its practices. Three follow on private class action suits on behalf of dentists, laboratories and denture patients in seventeen states, respectively, who purchased Trubyte teeth or products containing Trubyte teeth were filed and transferred to the U.S. District Court in Wilmington, Delaware. These cases have been assigned to the same judge who is handling the Department of Justice action. The class action filed on behalf of the dentists has been dismissed by the plaintiffs. The private party suits seek damages in an unspecified amount. The Company has filed motions for summary judgment in all of the above cases which motions were argued December 8, 2000. Four private party class actions on behalf of indirect purchasers have been filed in California state court recently. These cases are based on allegations similar to those in the Department of Justice case. The Company has filed motions to consolidate these cases in one Judicial District. It is the Company's position that the conduct and activities of the Trubyte Division do not violate the antitrust laws.

Item 4. Submission of Matters to a Vote of Security Holders

Not applicable.

Executive Officers of the Registrant

The following table sets forth certain information regarding the executive officers of the Company as of February 28, 2001.

Name	Age	Position
John C. Miles II	59	Chairman of the Board and Chief Executive Officer
Gerald K. Kunkle Jr.	54	President and Chief Operating Officer
William R. Jellison	43	Senior Vice President and Chief Financial Officer
J. Henrik Roos	43	Senior Vice President

W. William Weston	53	Senior Vice President
Thomas L. Whiting	58	Senior Vice President
Brian M. Addison	47	Vice President,Secretary and General Counsel

John C. Miles II was named Chairman of the Board effective May 20, 1998. Prior thereto, he was Vice Chairman of the Board since January 1, 1997. He was named Chief Executive Officer of the Company upon the resignation of Burton C. Borgelt from that position on January 1, 1996. Prior to that he was President and Chief Operating Officer and a director of the Company since the Merger. Prior to that he served as President and Chief Operating Officer and a director of Old Dentsply commencing in January 1990.

Gerald K. Kunkle Jr. was named President and Chief Operating Officer effective January 1, 1997. Prior thereto, Mr. Kunkle served as President of Johnson and Johnson's Vistakon Division, a manufacturer and marketer of contact lenses, from January 1994 and, from early 1992 until January 1994, was President of Johnson and Johnson Orthopaedics, Inc., a manufacturer of orthopaedic implants, fracture management products and trauma devices.

William R. Jellison was named Senior Vice President and Chief Financial Officer of the Company effective April 20, 1998. Prior to that time, Mr. Jellison held the position of Vice President of Finance, Treasurer and Corporate Controller for Donnelly Corporation of Holland, Michigan since 1994. From 1991 to 1994, Mr. Jellison was Donnelly's Vice President of Financial Operations, Treasurer and Corporate Controller. Prior to that, he served one year as Treasurer and Corporate Controller and in other financial management positions for Donnelly. Mr. Jellison is a Certified Management Accountant.

J. Henrik Roos was named Senior Vice President effective June 1, 1999 and oversees the following profit centers: Ceramco, CeraMed, Dentsply Argentina, Dentsply Brazil, Dentsply Canada, Dentsply Herpo, Dentsply Mexico, DeTech, Latin American Export, Midwest, Preventive Care, Ransom & Randolph and Trubyte. Prior to his Senior Vice President appointment, Mr. Roos served as Vice President and General Manager of the Company's Gendex division from June 1995 to June 1999. Prior to that, he served as President of Gendex European operations in Frankfurt, Germany since joining the Company in August 1993.

W. William Weston was named Senior Vice President effective January 1, 1996 and oversees the following profit centers: DeDent, Dentsply Asia, Dentsply Australia, Dentsply France, Dentsply Italy, Dentsply Japan, Dentsply Russia, Dentsply United Kingdom, L.D. Caulk, Middle East/Africa, SIMFRA and SPAD. Prior to his Senior Vice President appointment, Mr. Weston served as the Vice President and General Manager of DENTSPLY's DeDent Operations in Europe from October 1, 1990 to January 1, 1996. Prior to that time he was Pharmaceutical Director for Pfizer in Germany.

Thomas L. Whiting was named Senior Vice President effective in early 1995 and oversees the following profit centers: ESP LLC, GAC, Gendex, Gendex Germany, Gendex Italy, InfoSoft, Maillefer, MPL, Rinn, Tulsa Dental Products, United Dental Manufacturing (UDM), and Vereinigte Dentalwerke (VDW). Prior to his Senior Vice President appointment, Mr. Whiting was Vice President and General Manager of the Company's L.D. Caulk Division from March 1987 to early 1995. Prior to that time, Mr. Whiting held management positions with Deseret Medical and the Parker-Davis Company.

Brian M. Addison has been Vice President, Secretary and General Counsel of the Company since January 1, 1998. Prior to that he was Assistant Secretary and Corporate Counsel since December 1994. From August 1994 to December 1994 he was a Partner at the Harrisburg, Pennsylvania law firm of McNees, Wallace & Nurick. Prior to that he was Senior Counsel at Hershey Foods Corporation.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

The information set forth under the caption "Supplemental Stock Information" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Item 6. Selected Financial Data

The information set forth under the caption "Selected Financial Data" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information set forth under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Item 7A. Quantitative and Qualitative Disclosure About Market Risk

The information set forth under the caption "Quantitative and Qualitative Disclosure About Market Risk" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference.

Item 8. Financial Statements and Supplementary Data

The information set forth under the captions "Management's Financial Responsibility," "Consolidated Statements of Income," "Consolidated Balance Sheets," "Consolidated Statements of Stockholders' Equity," "Consolidated Statements of Cash Flows," and "Notes to Consolidated Financial Statements" in the Company's 2000 Annual Report to Shareholders is incorporated herein by reference. The Report of KPMG, LLP for the Company's fiscal years ended December 31, 1999 and December 31, 1998 is attached hereto as Exhibit 99.1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Previously reported.

PART III

Item 10. Directors and Executive Officers of the Registrant

The information (i) set forth under the caption "Executive Officers of the Registrant" in Part I of this Annual Report on Form 10-K and (ii) set forth under the captions "Election of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Other Matters" in the Proxy Statement is incorporated herein by reference.

Item 11. Executive Compensation

The information set forth under the caption "Executive Compensation" in the Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions

The information set forth under the subcaptions "Compensation of Directors", "Human Resources Committee Interlocks and Insider Participation" and "Human Resources Committee Report on Executive Compensation" in the 2001 Proxy Statement is incorporated herein by reference.

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) Documents filed as part of this Report

1 Financial Statements

The following consolidated financial statements of the Company set forth in the Company's 2000 Annual Report to Shareholders are incorporated herein by reference:

Report of Independent Accountants
Consolidated Statements of Income - Years ended December 31, 2000, 1999 and 1998
Consolidated Balance Sheets - December 31, 2000 and 1999
Consolidated Statements of Stockholders' Equity - Years ended December 31, 2000, 1999 and 1998
Consolidated Statements of Cash Flows - Years ended December 31, 2000, 1999 and 1998
Notes to Consolidated Financial Statements

2 Financial Statement Schedules

The following financial statement schedule and the Report of Independent Accountants on Financial Statement Schedule are filed as part of this Annual Report on Form 10-K:

Report of Independent Accountants on Financial Statement Schedule
Schedule II -- Valuation and Qualifying Accounts.

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required to be included herein under the related instructions or are inapplicable and, therefore, have been omitted.

3 Exhibits. The Exhibits listed below are filed or incorporated by reference as part of this Annual Report on Form 10-K.

Exhibit Number		Description
3.1		Restated Certificate of Incorporation (1)
3.2		By-Laws, as amended (13)
4.1	(a)	364-Day and 5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of October 23, 1997 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent. (11)
	(b)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated

		as of October 21, 1999 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent. (13)
	(c)	Amendment to the 5-year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of January 20, 2000 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent.

	(d)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 19, 2000 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent.
	(e)	Amendment to the 5-year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of January 26, 2001 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent.
	(f)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of January 26, 2001 among the Company, the guarantors named therein, the banks named therein, the Chase Manhattan Bank as Administrative Agent, and ABN Amro Bank, N.V. as Documentation Agent.
4.2.	(a)	Commercial Paper Issuing and paying Agency Agreement dated as of August 12,1999 between the Company and the Chase Manhattan Bank (13)
	(b)	Commercial Paper Dealer Agreement dated as of August 12, 1999 between the Company and Goldman, Sachs & Co. (13)
4.3		Series A and Series B Notes dated March 1, 2001 between the Company and Prudential Insurance Company of America
10.1		1992 Stock Option Plan adopted May 26, 1992 (4)
10.2		1993 Stock Option Plan (2)
10.3		1998 Stock Option Plan (1)
10.4		Nonstatutory Stock Option Agreement between the Company and Burton C. Borgelt (3)
10.5	(a)	Employee Stock Ownership Plan as amended effective as of December 1, 1982 restated as of January 1, 1991 (7)
	(b)	Second amendment to the DENTSPLY Employee Stock Ownership Plan (10)
	(c)	Third Amendment to the DENTSPLY Employee Stock Ownership Plan (12)
10.6	(a)	Trust Agreement for the Company's Employee Stock Ownership Plan between the Company and T. Rowe Price Trust Company dated as of November 1, 2000.
	(b)	Plan Recordkeeping Agreement for the Company's Employee Stock Ownership Plan between the Company and T. Rowe Price Trust Company dated

		as of November 1, 2000.
10.7	(a)	Employment Agreement dated as of December 31, 1987 between the Company and John C. Miles II (5)*
	(b)	Amendment to Employment Agreement between the Company and John C. Miles II dated February 16, 1996, effective January 1, 1996 (9)*
10.8		Employment Agreement dated as of December 10, 1992 between the Company and Michael R. Crane (5)*
10.9		Employment Agreement dated January 1, 1996 between the Company and W. William Weston (9)*
10.10		Employment Agreement dated January 1, 1996 between the Company and Thomas L. Whiting (9)*
10.11		Employment Agreement dated October 11,1996 between the Company and Gerald K. Kunkle Jr. (10)*
10.12		Employment Agreement dated April 20, 1998 between the Company and William R. Jellison (12)*
10.13		Employment Agreement dated September 10, 1998 between the Company and Brian M. Addison (12)*

10.14		Employment Agreement dated June 1, 1999 between the Company and J. Henrik Roos (13)*
10.15		Midwest Dental Products Corporation Pension Plan as amended and restated effective January 1, 1989 (7)*
10.16		Revised Ransom & Randolph Pension Plan, as amended effective as of September 1, 1985, restated as of January 1, 1989 (7)*
10.17		DENTSPLY International Inc. Directors' Deferred Compensation Plan effective January 1, 1997 (10)*
10.18	(a)	Asset Purchase and Sale Agreement, dated January 10, 1996, between Tulsa Dental Products, L.L.C. and DENTSPLY International Inc. (8)
	(b)	Amendment to Asset Purchase and Sale Agreement between Tulsa Dental Products, L.L.C. and DENTSPLY, dated January 1, 1999 (13)
10.19		Supplemental Executive Retirement Plan effective January 1, 1999 (12)*
10.20		Written Description of Year 2000 Incentive Compensation Plan.
10.21		Sale and Purchase Agreement for all the shares of Friadent Gmbh, dated December 28, 2000 by and between Neptuno Verwaltungs und Treuhand - Gersellschaft mbH, Dr. Eberhard Braun and Fria Nu GmbH (a subsidiary of the Company).
10.22	(a)	AZLAD Products Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer Instruments Holdings, S.A. (a subsidiary of the Company).
	(b)	AZLAD Products Manufacturing Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer Instruments Holdings, S.A.
	(c)	AZ Trade Marks License Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer Instruments Holdings, S.A.
13		Pages 21 through 51 of the Company's Annual Report to Shareholders for fiscal year 2000 (only those portions of the Annual Report incorporated by reference in this report are

	deemed "filed")
21.1	Subsidiaries of the Company
23.1	Consent of Independent Accountants - PricewaterhouseCoopers LLP
23.2	Consent of Independent Auditors - KPMG LLP
99.1	Audit Report of KPMG LLP

* Management contract or compensatory plan.

(1) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 333-56093).

(2) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 33-71792).

(3) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 33-79094).

(4) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 33-52616).

(5) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1993, File No. 0-16211.

(6) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993, File No. 0-16211.

(7) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year December 31, 1994, File No. 0-16211.

(8) Incorporated by reference to exhibit included in the Company's Current Report on Form 8-K dated January 10, 1996, File No. 0-16211.

(9) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995, File No. 0-16211.

(10) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996, File No. 0-16211.

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(13) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1999, File No. 0-16211.

Loan Documents

The Company and certain of its subsidiaries have entered into various loan and credit agreements and issued various promissory notes and guaranties of such notes, listed below, the aggregate principal amount of which is less than 10% of its assets on a consolidated basis. The Company has not filed copies of such documents but undertakes to provide copies thereof to the

Securities and Exchange Commission supplementally upon request.

(1) Master Grid Note dated November 4, 1996 executed in favor of The Chase Manhattan Bank in connection with a line of credit up to $20,000,000 between the Company and The Chase Manhattan Bank.

(2) Agreement dated February 26, 1999 between Midland Bank PLC and Dentsply Limited for GBP3,000,000 overdraft and $2,500,000 foreign exchange facility.

(3) Promissory Note dated August 14, 1998 in the principal amount of $6,000,000 of the Company in favor of First Union National Bank.

(4) Credit Agreement dated September 14, 1998 between Dentsply Canada Limited ("DCL") and Bank of Montreal for C$3,500,000.

(5) Form of "comfort letters" to various foreign commercial lending institutions having a lending relationship with one or more of the Company's international subsidiaries.

(6) Unsecured Note dated June 26, 1998 between the Company and Harris Trust and Savings Bank in the principal amount of $500,000.

(7) Standby Letter of Credit, dated March 1, 2001 Between Dentsply Anesthetics S.a.r.l. and ABN AMRO Bank N.V. for $21,250,000.

(b) Reports on Form 8-K

The Company did not file any Reports on Form 8-K during the quarter ended December 31, 2000.

Report of Independent Accountants on Financial Statement Schedule

To the Board of Directors of
DENTSPLY International Inc.

Our audit of the consolidated balance sheets as of December 31, 2000 and the related consolidated statements of income, of stockholders' equity and of cash flows for the year then ended, referred to in our report dated January 19, 2001, except for Note 15, as to which the date is March 7, 2001, appearing in the Annual Report to Shareholders of DENTSPLY International Inc. (which report and consolidated financial statements are incorporated by reference in this Annual Report on Form 10-K) also included an audit of the financial statement schedule listed in Item 14(a)(2) of the Form 10-K. In our opinion, this financial statement schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

PricewaterhouseCoopers LLP

Philadelphia, PA
January 19, 2001, except for Note 15, as to which the date is March 7, 2001

SCHEDULE II

DENTSPLY INTERNATIONAL INC.
VALUATION AND QUALIFYING ACCOUNTS

FOR THE THREE YEARS ENDED DECEMBER 31, 2000

Description		Balance at Beginning of Period	Additions Charged (Credited) To Costs And Expenses	Additions Charged to Other Accounts		Write-offs Net of Recoveries	Translation Adjustment	Balance at End of Period
				(in thousands)				
Allowance for doubtful accounts:								
For Year Ended December 31,								
	1998	$ 4,637	$ 4,484	$ 454	(a)	$ (1,773)	$ 89	$ 7,891
	1999	7,891	1,418	541	(c)	(1,294)	(404)	8,152
	2000	8,152	397	34	(e)	(2,078)	(145)	6,360
Allowance for trade discounts:								
For Year Ended December 31,								
	1998	2,126	2,297	-		(2,556)	87	1,954
	1999	1,954	2,061	-		(1,538)	(183)	2,294
	2000	2,294	2,169	-		(1,732)	(102)	2,629
Inventory valuation reserves:								
For Year Ended December 31,								
	1998	14,074	1,421	5,125	(b)	(8,496)	191	12,315
	1999	12,315	2,116	2,679	(d)	(1,209)	(537)	15,364
	2000	15,364	5,584	52	(f)	(5,741)	(317)	14,942

<FN>
(a) Includes $454 from acquisitions of Crescent and GAC.
(b) Includes $680 from acquisitions of Crescent and GAC and $4,445 for restructuring.
(c) Includes $62 from acquisition of VDW and $479 for the New Image restructuring.
(d) Includes $2,679 from acquisition of VDW and Herpo.
(e) Includes $34 from acquisition of MOM.
(f) Includes $52 from acquisition of MOM.
</FN>

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DENTSPLY INTERNATIONAL INC.

By:/s/ John C. Miles II

John C. Miles II
Chairman of the Board
and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ John C. Miles II	March 19, 2001
John C. Miles II Chairman of the Board and Chief Executive Officer and a Director (Principal Executive Officer)	Date
/s/ Gerald K. Kunkle	March 19, 2001
Gerald K. Kunkle President and Chief Operating Officer	Date
/s/ William R. Jellison	March 19, 2001
William R. Jellison	Date

Senior Vice President and
Chief Financial Officer
(Principal Financial and Accounting Officer)

/s/ Burton C. Borgelt	March 19, 2001
Burton C. Borgelt Director	Date

/s/ Douglas K. Chapman	March 19, 2001
Douglas K. Chapman Director	Date

/s/ Michael J. Coleman	March 19, 2001
Michael J. Coleman Director	Date

/s/ Cynthia P. Danaher	March 19, 2001
Cynthia P. Danaher Director	Date

/s/ Arthur A. Dugoni	March 19, 2001
Arthur A. Dugoni, D.D.S., M.S.D. Director	Date

/s/ C. Frederick Fetterolf	March 19, 2001
C. Frederick Fetterolf Director	Date

/s/ Leslie A. Jones	March 19, 2001
Leslie A. Jones Director	Date

/s/Edgar H. Schollmaier	March 19, 2001
Edgar H. Schollmaier Director	Date

/s/ W. Keith Smith	March 19, 2001
W. Keith Smith Director	Date

EXHIBIT INDEX

		January 1, 1991 (7)	
	(b)	Second amendment to the DENTSPLY Employee Stock Ownership Plan (10)	
	(c)	Third Amendment to the DENTSPLY Employee Stock Ownership Plan (12)	
10.6	(a)	Trust Agreement for the Company's Employee Stock Ownership Plan between the Company and T. Rowe Price Trust Company dated as of November 1, 2000.	116
	(b)	Plan Recordkeeping Agreement for the Company's Employee Stock Ownership Plan between the Company and T. Rowe Price Trust Company dated as of November 1, 2000.	133
10.7	(a)	Employment Agreement dated as of December 31, 1987 between the Company and John C. Miles II (5)*	
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	(b)	Amendment to Asset Purchase and Sale Agreement between Tulsa Dental Products, L.L.C. and DENTSPLY, dated January 1, 1999 (13)	
10.19		Supplemental Executive Retirement Plan effective January 1, 1999 (12)*	
10.20		Written Description of Year 2000 Incentive Compensation Plan.	147
10.21		Sale and Purchase Agreement for all the shares of Friadent Gmbh, dated December 28, 2000 by and between Neptuno Verwaltungs und Treuhand - Gersellschaft mbH, Dr. Eberhard Braun and Fria Nu GmbH (a subsidiary of the Company).	148
10.22	(a)	AZLAD Products Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer Instruments Holdings, S.A. (a subsidiary of the Company).	177
	(b)	AZLAD Products Manufacturing Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer Instruments Holdings, S.A.	216
	(c)	AZ Trade Marks License Agreement, dated January 18, 2001 between AstraZenaca AB and Maillefer	

	Instruments Holdings, S.A.	239
13	Pages 21 through 51 of the Company'sAnnual Report to Shareholders for fiscal year 2000 (only those portions of the Annual Report incorporated by reference in this report are deemed "filed").	250
21.1	Subsidiaries of the Company	286
23.1	Consent of Independent Accountants - PricewaterhouseCoopers LLP	289
23.2	Consent of Independent Auditors - KPMG LLP	290
99.1	Audit Report of KPMG LLP	291

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(3) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 33-79094).

(4) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 33-52616).

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(13) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1999, File No. 0-16211.

</FN>

EXHIBIT 4.1(d)

EXECUTION COPY

AMENDMENT No. 1, dated as of January 20, 2000 (this "Amendment"), to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 23, 1997 (the "Credit Agreement"), among DENTSPLY INTERNATIONAL INC., a Delaware corporation (the "Borrower"), the Guarantors named therein, the Banks from time to time party thereto (the "Banks"), THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as Administrative Agent for the Banks, and ABN AMRO BANK N.V., as Documentation Agent for the Banks.

The Borrower has requested that the Required Banks agree to amend the Credit Agreement as set forth herein and the Required Banks are willing to agree to such amendment on the terms and subject to the conditions set forth herein. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Amendment to Credit Agreement. Section 2.01(a) of the Credit Agreement is hereby amended by replacing the amount "$50,000,000" in the final clause thereof with the amount "$100,000,000".

SECTION 2. Representations and Warranties. The Borrower represents and warrants to each other party hereto that, after giving effect to this Amendment, (a) the representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date of this Amendment, except to the extent such representations and warranties expressly relate to an earlier date, and (b) no Default or Event of Default has occurred and is continuing.

SECTION 3. Effectiveness. This Amendment shall become effective as of the date set forth above when the Administrative Agent or its counsel shall have received counterparts of this Amendment which, when taken together, bear the signatures of the Borrower, the Guarantors and the Required Banks.

SECTION 4. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Banks or the Administrative Agent under the Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to,

or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

DENTSPLY INTERNATIONAL INC.,

by

Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as
Administrative Agent,

by

Name:
Title:

Each of the Guarantors hereby acknowledges receipt of and consents to this Amendment:

CERAMCO INC.
CERAMCO MANUFACTURING CO.
DENTSPLY FINANCE CO.
DENTSPLY INTERNATIONAL PREVENTIVE CARE DIVISION, L.P.
DENTSPLY RESEARCH & DEVELOPMENT CORP.
GAC INTERNATIONAL, INC.
MIDWEST DENTAL PRODUCTS CORPORATION
RANSOM & RANDOLPH COMPANY
TULSA DENTAL PRODUCTS INC.

by _____
Name:
Title: Authorized Signatory

SIGNATURE PAGE to
AMENDMENT No. 1 to DENTSPLY
INTERNATIONAL INC. 5-YEAR CREDIT
AGREEMENT, dated as of JANUARY 20, 2000

To approve Amendment:

Name of Institution:

by

Name:
Title:

EXHIBIT 4.1(d)

EXECUTION COPY
AMENDED AND RESTATED 364-DAY
COMPETITIVE ADVANCE, REVOLVING CREDIT AND
GUARANTY AGREEMENT dated as of October 18, 2000 (the
"2000 Amendment and Restatement"), among DENTSPLY
INTERNATIONAL INC., a Delaware corporation (the
"Borrower"), the Guarantors named herein, the banks named
herein (individually a "Bank" and collectively the "Banks") and
THE CHASE MANHATTAN BANK, a New York banking
corporation, as administrative agent for the Banks (in such
capacity, the "Administrative Agent").

WHEREAS, on October 23, 1997, the Borrower, the Guarantors, The Chase Manhattan Bank, as administrative agent, certain of the Banks and ABN AMRO Bank N.V., as documentation agent, entered into a 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement (as previously amended, the "Original Credit Agreement") pursuant to which the Banks agreed to make available to the Borrower Loans in an aggregate principal amount not to exceed $125,000,000 at any time outstanding;

WHEREAS, on September 24, 1998, the Administrative Agent delivered a letter to the Banks indicating that effective as of October 22, 1998, the commitments under the Original Credit Agreement would be extended for another 364 days, and such commitments were so extended and the termination date thereunder extended to October 21, 1999 (the "1998 Extension");

WHEREAS, on October 21, 1999, the Borrower, the Guarantors, The Chase Manhattan Bank, as administrative agent, certain of the Banks and ABN AMRO Bank N.V., as documentation agent, entered into an Amended and Restated 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement (together with the Original Credit Agreement and the 1998 Extension, the "Credit Agreement") pursuant to which certain provisions of the Original Credit Agreement were amended;

WHEREAS, the parties hereto desire to amend the Credit Agreement as set forth herein and to restate the Credit Agreement in its entirety giving effect to such amendment; and

WHEREAS, the Borrower, the Guarantors and the Banks have agreed to amend and restate, on the terms and subject to the conditions set forth herein, the Credit Agreement, to provide for the foregoing.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Guarantors, the Banks, the Administrative Agent and the Documentation Agent hereby agree as follows:

SECTION 1. All capitalized terms which are defined in the Credit Agreement and not otherwise defined herein or in the recitals hereto shall have the same meanings herein as in the Credit Agreement.

SECTION 2. All references to Section numbers in this 2000 Amendment and Restatement shall, except as the context requires, be references to the corresponding Sections of the Credit Agreement.

SECTION 3. On and after the 2000 Restatement Effective Date (as hereinafter defined), each reference in the Credit Agreement to "this Agreement", "hereunder", "herein", or words of like import shall mean and be a reference to the Credit Agreement, as amended and restated hereby.

SECTION 4. The Credit Agreement is hereby amended by deleting the heading in its entirety and substituting in lieu thereof the following:

AMENDED AND RESTATED 364-DAY COMPETITIVE ADVANCE, REVOLVING CREDIT AND GUARANTY AGREEMENT dated as of October 18, 2000 (the "2000 Amendment and Restatement"), among DENTSPLY INTERNATIONAL INC., a Delaware corporation (the "Borrower"), the Guarantors named herein, the banks named herein (individually a "Bank" and collectively the "Banks") and THE CHASE MANHATTAN BANK, a New York banking corporation, as administrative agent for the Banks (in such capacity, the "Administrative Agent").

SECTION 5. Article 1 of the Credit Agreement is hereby amended by deleting the reference to "October 19, 2000" in the definition of "Termination Date" and substituting in lieu thereof "October 17, 2001".

SECTION 6. Article 3 of the Credit Agreement is hereby amended as follows:

(a) Each of Sections 3.05(a) and 3.06 of the Credit Agreement is amended by deleting each reference therein to (i) "1998" and substituting in lieu thereof a reference to "1999" and (ii) "1999" and substituting in lieu thereof a reference to "2000".

(b) Section 3.20 shall be amended and shall read as follows:

SECTION 3.20. Intentionally Omitted.

SECTION 7. Section 6.09 (Minimum Consolidated Net Worth) of the Credit Agreement is hereby amended by deleting the reference to "$300,000,000" and substituting in lieu thereof "$350,000,000".

SECTION 8. Schedule 2.01 ("Commitments") to the Credit Agreement shall be deleted in its entirety, and Schedule 2.01, attached hereto, shall be substituted in lieu thereof as Schedule 2.01 to the Credit Agreement, to the effect that the aggregate Commitments of the Banks under the Credit Agreement, as amended hereby, shall be equal to $125,000,000, and the Commitment of each Bank after the effectiveness of this 2000 Amendment and Restatement shall be the amount set forth beside such Bank's name on such Schedule 2.01 to the Credit Agreement, as amended hereby, as such amount may be adjusted from time to time pursuant to the terms of the Credit Agreement.

SECTION 9. By its execution and delivery hereof, the Borrower and the Guarantors represent and warrant:

(a) Before and after giving effect to the amendments provided for herein, (i) the representations and warranties contained in Article III of the Credit Agreement, as amended by this 2000 Amendment and Restatement, are true and correct on and as of the.

date hereof and the 2000 Restatement Effective Date as though made by the Borrower and the Guarantors on and as of each such date, and (ii) no Event of Default (or event

that with the passage of time or notice or both would become an Event of Default) has
occurred and is continuing or would result from the execution and delivery of this 2000
Amendment and Restatement; and
(b) the Borrower and the Guarantors have all requisite corporate power and authority to execute, deliver and perform this 2000 Amendment and Restatement;
this 2000 Amendment and Restatement has been authorized by proper corporate proceedings and constitutes the legal, valid and binding obligation of the Borrower and
the Guarantors enforceable in accordance with its terms.
SECTION 10. This 2000 Amendment and Restatement shall become effective as of October 18, 2000 (the "2000 Restatement Effective Date"); provided,
that,
(a) the Administrative Agent shall have received by such date:
(i) counterparts of this 2000 Amendment and Restatement duly and validly executed by the Borrower and the Required Banks;
(ii) an Officer's Certificate in form and substance satisfactory to the Administrative Agent and counsel to the Administrative Agent (certifying as to
attached resolutions of the Board of Directors of the Borrower and the Guarantors
approving and authorizing the transactions contemplated under this 2000 Amendment and Restatement and the execution, delivery and performance by the Borrower and the Guarantors of this 2000 Amendment and Restatement);
(iii) an opinion of Borrower's counsel in form and substance reasonably satisfactory to the Administrative Agent and counsel to the Administrative Agent;
(iv) such other evidence of the corporate power and authority of the Borrower and the Guarantors to execute, deliver and perform this 2000 Amendment and Restatement as the Administrative Agent may reasonably request; and
(v) all fees agreed to by the Borrower and the Administrative Agent and required to be paid to the Banks in connection with the execution of the 2000 Amendment and Restatement;
(vi) all Facility Fees and interest accrued under the Credit Agreement prior to the 2000 Restatement Effective Date; and
(b) all Loans outstanding under the Credit Agreement prior to the effectiveness of
this 2000 Amendment and Restatement shall have been repaid, together with accrued
interest.
SECTION 11. On the 2000 Restatement Effective Date, the Credit Agreement, as amended hereby, shall be deemed incorporated herein by reference and
restated in its entirety.
SECTION 12. The Borrower agrees to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, execution and.

delivery of this 2000 Amendment and Restatement (including, without limitation, the
reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with
respect thereto).
SECTION 13. THIS 2000 AMENDMENT AND RESTATEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE BORROWER, THE ADMINISTRATIVE AGENT AND THE BANKS AND
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
SECTION 14. This 2000 Amendment and Restatement may be executed

in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this 2000 Amendment and Restatement by telecopy shall be as effective as delivery of a manually executed counterpart of this 2000 Amendment and Restatement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this 2000 Amendment and Restatement as of the day and year first above written.

DENTSPLY INTERNATIONAL INC.,
by
Name:
Title:
by
Name:
Title:

CERAMCO INC.,
by
Name:
Title:

CERAMCO MANUFACTURING CO.,
by
Name:
Title:

MIDWEST DENTAL PRODUCTS CORPORATION,
by
Name:
Title:

RANSOM & RANDOLPH COMPANY,
by
Name:
Title:

TULSA DENTAL PRODUCTS INC.,
by
Name:
Title:

DENTSPLY RESEARCH & DEVELOPMENT CORP.,
by
Name:
Title:

DENTSPLY FINANCE CO.,

by
Name:
Title:

DENTSPLY INTERNATIONAL PREVENTIVE
CARE DIVISION, L.P.,
by
Name:
Title:

GAC INTERNATIONAL, INC.,
by
Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as
Administrative Agent,
by
Name:
Title:
Address: 270 Park Avenue,
48th Floor
New York, NY 10017
Telecopier No.: 212-270-3279

ABN AMRO BANK N.V.,
by
Name:
Title:
by
Name:
Title:
Address: One PPG Place,
Suite 2950
Pittsburgh, PA 15222
Telecopier No.: 412-566-2266

MELLON BANK, N.A.,
by
Name:
Title:
Address: 1735 Market St.,
7th Floor
Philadelphia, PA 19103
Telecopier No.: 215-553-4899

ALLFIRST BANK,
by

Name:
Title:
Address: 96 S. George St.
Box 1867
York, PA 17405
Telecopier: 717-771-4914

HARRIS TRUST AND SAVINGS BANK,
by
Name:
Title:
Address: 111 West Monroe-10W
Chicago, IL 60690
Telecopier No.: 312-461-5225

FIRST UNION NATIONAL BANK,
by
Name:
Title:
Address: 600 Penn St.
Redding, PA 19603
Telecopier No.: 610-655-1514

BANK OF TOKYO-MITSUBISHI
TRUST COMPANY,
by
Name:
Title:
Address: 1251 Avenue of the Americas
New York, NY 10020
Telecopier No.: 212-782-6440

HSBC BANK, USA,
by
Name:
Title:
Address: 140 Broadway, 4th Floor
New York, NY 10005-1196
Telecopier No.: 212-658-5109

WACHOVIA BANK, N.A.,
by
Name:
Title:

Address: 191 Peachtreet St., NE
Atlanta, GA 30303
Telecopier No.: 404-332-6898

Schedule 2.01
Commitments
Facility A

Name	Commitment Amount
The Chase Manhattan Bank	$ [18,800,000]
ABN AMRO Bank N.V.	$ [16,600,000]
Mellon Bank N.A.	$ [14,600,000]
Allfirst Bank	$ [14,600,000]
Harris Trust and Savings Bank	$ [14,600,000]
First Union National Bank	$ [12,500,000]
Bank of Tokyo-Mitsubishi Trust Company	$ [12,500,000]
HSBC Bank,USA	$ [10,400,000]
Wachovia Bank, N.A.	$ [10,400,000]
TOTAL	$ 125,000,000

EXHIBIT 4.1(e)

EXECUTION COPY

AMENDMENT No. 2, dated as of January 26, 2001 (this "Amendment"), to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 23, 1997, as amended by Amendment No. 1 dated as of January 20, 2000 (the "Credit Agreement"), among DENTSPLY INTERNATIONAL INC., a Delaware corporation (the "Borrower"), the Guarantors named therein, the Banks from time to time party thereto (the "Banks"), THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as Administrative Agent for the Banks, and ABN AMRO BANK N.V., as Documentation Agent for the Banks.

The Borrower has requested that the Required Banks agree to amend the Credit Agreement as set forth herein and the Required Banks are willing to agree to such amendment on the terms and subject to the conditions set forth herein. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Amendment to Credit Agreement. (a) The definition of "Alternate Currency" in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference to "Deutsche Marks" with the word "Euro".

(b) Section 2.01(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

"SECTION 2.01. Commitments. (a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Bank agrees, severally and not jointly, to make Revolving Credit Loans to the Borrower, in Dollars or one or more Alternate Currencies, at any time and from time to time during the Availability Period, in an aggregate principal amount at any time outstanding not to exceed such Bank's Commitment minus the amount by which the Competitive Loans outstanding at such time shall be deemed to have used such Commitment pursuant to Section 2.19, subject, however, to the conditions that (a) at no time shall (i) the sum of (A) the outstanding aggregate principal amount of all Revolving Credit Exposures of all Banks plus (B) the outstanding aggregate principal amount of all Competitive Loans made by all Banks exceed (ii) the Total Commitment and (b) at all times (except as expressly contemplated by the last sentence of Section 2.13(d)) the Revolving Credit Exposure of each Bank shall equal the product of (i) such Bank's Applicable Commitment Percentage and (ii) the outstanding aggregate Revolving Credit Exposures.".

SECTION 2. Representations and Warranties. The Borrower represents and warrants to each other party hereto that, after giving effect to this Amendment, (a) the representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date of this Amendment, except to the extent such representations and warranties expressly relate to an earlier date, and (b) no Default or Event of Default has occurred and is continuing.

SECTION 3. Effectiveness. This Amendment shall become effective as of the date set forth above when the Administrative Agent or its counsel shall have received

counterparts of this Amendment which, when taken together, bear the signatures of the
Borrower, the Guarantors and the Required Banks.

SECTION 4. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or
otherwise affect the rights and remedies of the Banks or the Administrative Agent under the
Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms,
conditions, obligations, covenants or agreements contained in the Credit Agreement, all of
which are ratified and affirmed in all respects and shall continue in full force and effect.
Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver,
amendment, modification or other change of, any of the terms, conditions, obligations,
covenants or agreements contained in the Credit Agreement in similar or different
circumstances. This Amendment shall apply and be effective only with respect to the
provisions of the Credit Agreement specifically referred to herein.
SECTION 5. Amendment Fees. In consideration of the agreements of the Banks contained herein, the Borrower agrees to pay to each Bank that returns an executed
signature page of this Amendment not later than 5:00 p.m., New York City time, on
January 26, 2001, through the Administrative Agent, a work fee (a "Work Fee") equal to
$750; provided, that no Work Fees shall be payable hereunder if this Amendment shall not
have been executed by Banks constituting the Majority Banks on or prior to January 26,
2001. The Work Fees shall be payable in immediately available funds on the next business
day following the effective date of this Amendment. Once paid, the Work Fees shall not be
refundable.
SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which
when so executed and delivered shall be deemed an original, but all such counterparts
together shall constitute but one and the same instrument. Delivery of any executed
counterpart of a signature page of this Amendment by facsimile transmission shall be as
effective as delivery of a manually executed counterpart hereof.
SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

DENTSPLY INTERNATIONAL INC.,
by
Name:
Title:
by
Name:
Title:

CERAMCO INC.,
by
Name:
Title:

CERAMCO MANUFACTURING CO.,
by
Name:
Title:

MIDWEST DENTAL PRODUCTS
CORPORATION,
by
Name:
Title:

RANSOM & RANDOLPH COMPANY,
by
Name:
Title:

TULSA DENTAL PRODUCTS INC.,
by
Name:
Title:

DENTSPLY RESEARCH & DEVELOPMENT
CORP.,
by
Name:
Title:

DENTSPLY FINANCE CO.,
by
Name:
Title:

DENTSPLY INTERNATIONAL PREVENTIVE
CARE DIVISION, L.P.,
by
Name:
Title:

GAC INTERNATIONAL, INC.,
by
Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as

Administrative Agent,
by
Name:
Title:

SIGNATURE PAGE to
AMENDMENT No. 2 to DENTSPLY
INTERNATIONAL INC. 5-YEAR CREDIT
AGREEMENT, dated as of JANUARY 26, 2001

To approve Amendment No. 2:
Name of Institution:
by
Name:
Title:

EXHIBIT 4.1(f)

EXECUTION COPY
AMENDMENT No. 1, dated as of January 26, 2001 (this "Amendment"), to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 23, 1997 (the "Credit Agreement"), among DENTSPLY INTERNATIONAL INC., a Delaware corporation (the "Borrower"), the Guarantors named therein, the Banks from time to time party thereto (the "Banks"), THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as Administrative Agent for the Banks, and ABN AMRO BANK N.V., as Documentation Agent for the Banks.

The Borrower has requested that the Required Banks agree to amend the Credit Agreement as set forth herein and the Required Banks are willing to agree to such amendment on the terms and subject to the conditions set forth herein. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Amendment to Credit Agreement. (a) Article I of the Credit Agreement is hereby amended by:

(i) adding to Section 1.01 the following definitions in appropriate alphabetical order:

"'Alternate Currency' means British Pounds Sterling, Swiss Francs, Euro and any other currency requested by the Borrower and approved by each Bank that is freely tradeable and exchangeable into dollars in the London market and for which an Exchange Rate can be determined by reference to the Reuters World Currency Page or another publicly available service for displaying exchange rates."

"'Calculation Date' means the last Business Day of each calendar quarter."

"'Competitive Loan Exposure' means, with respect to any Bank at any time, the aggregate principal amount of the outstanding Competitive Loans of such Bank."

"'Credit Exposure' means, in respect of any Bank, the sum of such Bank's Revolving Credit Exposure and its Competitive Loan Exposure."

"'Dollar Equivalent' means (a) as to any Loan denominated in dollars, the principal amount thereof, and (b) as to any Loan denominated in an Alternate Currency, the Dollar Equivalent of the principal amount thereof, determined by the Administrative Agent pursuant to Section 1.03(a) using the Exchange Rate with respect to such Alternate Currency at the time in effect."

"'Exchange Rate' means, on any day, with respect to any Alternate Currency, the rate at which such Alternate Currency may be exchanged into dollars, as set forth at approximately 11:00 a.m., London time, on such date on the Reuters World Currency Page for such Alternate Currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to the.

applicable Bloomberg System page, or, in the event that such rate does not appear on such page, such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the spot rate of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such Alternate Currency are then being conducted, at or about 11:00 a.m., London time, on such date for the purchase of dollars for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any

reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error."

"'Revolving Credit Exposure' means, with respect to any Bank at any time, the sum of (a) the outstanding principal amount of such Bank's Revolving Credit Loans denominated in dollars and (b) the Dollar Equivalent of the outstanding principal amount of such Bank's Revolving Credit Loans denominated in Alternate Currencies.";

(ii) by replacing in the definition of "LIBOR" in Section 1.01 the reference to "dollar deposits" with the words "deposits in the applicable currency"; and

(iii) by adding a new Section 1.02 as follows:

"Section 1.02. Exchange Rates. (a) Not later than 1:00 p.m., London time, on each Calculation Date, the Administrative Agent shall (i) determine the Exchange Rate as of such Calculation Date with respect to each Alternate Currency and (ii) give notice thereof to the Banks and the Borrower. The Exchange Rates so determined shall become effective on the first Business Day immediately following the relevant Calculation Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than Section 10.12 or any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between dollars and Alternate Currencies.

(b) Not later than 5:00 p.m., London time, on each Reset Date and each date on which a Borrowing shall occur, the Administrative Agent shall (i) determine the Dollar Equivalent of the aggregate principal amount of the Loans then outstanding that are denominated in Alternate Currencies (after giving effect to any Loans made or repaid on such date) and (ii) notify the Borrower of the aggregate Credit Exposures of the Banks."

(b) Article II of the Credit Agreement is hereby amended by amending and restating in their entirety Sections 2.01, 2.02, 2.05, 2.07, 2.08, 2.09, 2.11, 2.13, 2.16, 2.18 and 2.21 as follows:

"SECTION 2.01. Commitments. (a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Bank agrees, severally and not jointly, to make Revolving Credit Loans to the Borrower, in dollars or one or more Alternate Currencies, at any time and from time to time on and after the Effective Date and until the earlier of the Termination Date or the termination of the Commitment of such Bank, in an aggregate principal amount at any time outstanding not to exceed such Bank's Commitment minus the amount by which the Competitive Loans outstanding at such time shall be deemed to have used such Commitment pursuant to Section 2.18, subject, however, to the conditions that (a) at no time shall (i) the sum of (A) the outstanding aggregate principal amount of all Revolving Credit Exposures of all Banks plus (B) the outstanding aggregate principal amount of all Competitive Loans made by all Banks exceed (ii) the Total Commitment and (b) at all times (except as expressly contemplated by the last sentence of Section 2.12(d)) the Revolving Credit Exposure of each Bank shall equal the product of (i) such Bank's Applicable Commitment Percentage and (ii) the outstanding aggregate Revolving Credit Exposures.

(b) Within the foregoing limits, the Borrower may borrow, pay or repay and reborrow hereunder, on and after the Effective Date and prior to

the
Termination Date, upon the terms and subject to the conditions and
limitations set
forth herein."
"SECTION 2.02. Loans. (a) Each Revolving Credit Loan shall be
made as part of a Borrowing consisting of Loans made by the Banks ratably in
accordance with their Commitments; provided, however, that the failure of
any Bank
to make any Revolving Credit Loan shall not in itself relieve any other Bank
of its
obligation to lend hereunder (it being understood, however, that no Bank
shall be
responsible for the failure of any other Bank to make any Loan required to
be made
by such other Bank). Each Competitive Loan shall be made in dollars in
accordance
with the procedures set forth in Section 2.04. The Competitive Loans
comprising any
Borrowing shall be denominated in dollars in an aggregate amount that is at
least
$5,000,000 and in an integral multiple of $1,000,000. The Revolving Credit
Loans
comprising any Borrowing shall be in a minimum amount of $5,000,000 (or the
Dollar Equivalent thereof) and, in the case of Loans denominated in dollars,
an
integral multiple of $1,000,000, or an aggregate principal amount equal to
(or the
Dollar Equivalent of which is equal to) the remaining balance of the
available
Commitments.
(b) Each Competitive Borrowing shall be comprised entirely of
LIBOR Competitive Loans or Fixed Rate Loans, and each Revolving Credit
Borrowing shall be comprised entirely of LIBOR Revolving Credit Loans, or,
in the
case of a Borrowing denominated in dollars, ABR Loans, as the Borrower may
request pursuant to Section 2.04 or 2.05, as applicable. Each Bank may at
its option
make any LIBOR Loan by causing any domestic or foreign branch or Affiliate of
such Bank to make such Loan; provided that any exercise of such option shall
not
affect the obligation of the Borrower to repay such Loan in accordance with
the terms
of this Agreement and the applicable Note. Borrowings of more than one
Interest
Rate Type may be outstanding at the same time; provided, however, that the
Borrower shall not be entitled to request any Borrowing that, if made, would
result
in an aggregate of more than 12 separate Revolving Credit Loans of any one
Bank
being outstanding hereunder at any one time. For purposes of the calculation.

required by the immediately preceding sentence, LIBOR Revolving Credit Loans
having different Interest Periods, regardless of whether they commence on
the same
date, shall be considered separate Loans and all Loans of a single Interest
Rate Type
made on a single date shall be considered a single Loan if such Loans have a
common Interest Period.
(c) Subject to Section 2.06, each Bank shall make each Loan (other
than Loans denominated in Alternate Currencies) to be made by it hereunder
on the
proposed date thereof by wire transfer of immediately available funds to the
Administrative Agent in New York, New York, not later than 12:00 noon, New

York
City time, and the Administrative Agent shall by 3:00 p.m., New York City time,
credit the amounts so received to the general deposit account of the Borrower with
the Administrative Agent or, if a Borrowing shall not occur on such date because any
condition precedent herein specified shall not have been met, return the amounts so
received to the respective Banks as soon as practicable. Competitive Loans shall be
made by the Bank or Banks whose Competitive Bids therefor are accepted pursuant
to Section 2.04 in the amounts so accepted and Revolving Credit Loans shall be
made by the Banks pro rata in accordance with Section 2.18. Each Bank shall make
each Loan denominated in an Alternate Currency to be made by it hereunder on the
proposed date thereof by wire transfer of such immediately available funds as may
then be customary for the settlement of international transactions in the applicable
Alternate Currency, by 11:00 a.m., London time, to an account designated by the
Administrative Agent. The Administrative Agent will make such Loans available to
the Borrower by promptly crediting the amounts so received, in like funds, to an
account of the Borrower maintained with the Administrative Agent in London and
designated by the Borrower in the applicable Revolving Credit Borrowing Request
or Competitive Bid Request or to such other account as may be specified in the
applicable Revolving Credit Borrowing Request or Competitive Bid Request. Unless
the Administrative Agent shall have received notice from a Bank prior to the date of
any Borrowing, the Administrative Agent may assume that such Bank has made such
portion available to the Administrative Agent on the date of such Borrowing in
accordance with this paragraph (c) and the Administrative Agent may, in reliance
upon such assumption, make available to the Borrower on such date a corresponding
amount. If and to the extent that such Bank shall not have made such portion
available to the Administrative Agent, such Bank and the Borrower severally agree
to repay to the Administrative Agent forthwith on demand such corresponding
amount together with interest thereon, for each day from the date such amount is
made available to the Borrower until the date such amount is repaid to the
Administrative Agent at (i) in the case of the Borrower, the interest rate applicable
at the time to the Loans comprising such Borrowing and (ii) in the case of such Bank,
the Federal Funds Effective Rate, or, in the case of any amount denominated in an
Alternate Currency, such other rate as shall be specified by the Administrative Agent
as representing its cost of overnight or short-term funds. If such Bank shall repay to
the Administrative Agent such corresponding amount, such amount shall constitute
such Bank's Loan as part of such Borrowing for purposes of this Agreement.
(d) Notwithstanding any other provision of this Agreement, the

Borrower shall not be entitled to request any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date."

"SECTION 2.05. Revolving Credit Borrowing Procedure. (a) In order to effect a Revolving Credit Borrowing, the Borrower shall hand deliver or telecopy to the Administrative Agent a Borrowing notice in the form of Exhibit A-5 (a) in the case of a LIBOR Revolving Credit Borrowing, not later than 12:00 noon, New York City time, three Business Days before a proposed Borrowing, and (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the day of a proposed Borrowing. No Fixed Rate Loan shall be requested or made pursuant to a Revolving Credit Borrowing Request. Such notice shall be irrevocable and shall in each case specify (a) whether the Borrowing then being requested is to be a LIBOR Revolving Credit Borrowing or an ABR Borrowing, (b) whether such Borrowing is to be in dollars or an Alternate Currency (and if in an Alternate Currency, such Alternate Currency), (c) the date of such Revolving Credit Borrowing (which shall be a Business Day) and the amount thereof and (d) if such Borrowing is to be a LIBOR Revolving Credit Borrowing, the Interest Period with respect thereto (which may not end after the Maturity Date). If no election as to the Interest Rate Type of Revolving Credit Borrowing is specified in any such notice, then the requested Revolving Credit Borrowing shall be an ABR Borrowing. If no Interest Period with respect to any LIBOR Revolving Credit Borrowing is specified in any such notice, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If the Borrower shall not have given notice in accordance with this Section 2.05 of its election to refinance a Revolving Credit Borrowing prior to the end of the Interest Period in effect for such Borrowing, then (a) in the case of a Borrowing in dollars, the Borrower shall (unless such Borrowing is repaid at the end of such Interest Period) be deemed to have given notice of an election to refinance such Borrowing with an ABR Borrowing and (b) in the case of a Borrowing in an Alternate Currency, such Borrowing shall be due and payable at the end of such Interest Period. The Administrative Agent shall promptly advise the Banks of any notice given pursuant to this Section 2.05 and of each Bank's portion of the requested Borrowing.
(b) In the event that any LIBOR Revolving Credit Borrowing remains outstanding which has an Interest Period ending on any date after the Termination Date, the Borrower shall elect a new Interest Period for each such Borrowing in accordance with the procedures set forth in Section 2.05(a) above as if such Borrowing were a new Borrowing; provided that (i) in no event may any Interest Period so selected end on a date after the Maturity Date, and (ii)

if the
Borrower shall fail to give notice of a new Interest Period for such a
Revolving
Credit Borrowing prior to the end of the Interest Period in effect for such
Borrowing,
then (a) in the case of a Borrowing in dollars, the Borrower shall be deemed
to have
given notice of an election to refinance such Borrowing with an ABR Borrowing
(unless such Borrowing is repaid at the end of such Interest Period) and (b)
in the
case of a Borrowing in an Alternate Currency, such Borrowing shall be due and
payable at the end of such Interest Period."
"SECTION 2.07. Fees. (a) The Borrower agrees to pay to each
Bank, through the Administrative Agent, on each March 31, June 30, September
30
and December 31 and on the Maturity Date or any earlier date on which the
Commitment of such Bank shall have been terminated and the outstanding Loans
of
such Bank repaid in full, a facility fee (a "Facility Fee") on the
Commitment of such
Bank, whether used or unused, and, after the Commitment of such Bank shall
have
been terminated, on the outstanding principal amount of such Bank's Revolving

Credit Exposure, during the quarter ending on the date such payment is due
(or
shorter period commencing with the date of this Agreement or ending with the
Maturity Date or any earlier date on which the Commitments shall have been
terminated and the outstanding Loans of such Bank repaid in full), at a rate
per
annum equal to (i) from the date of this Agreement through the Termination
Date,
the Facility Fee Percentage, and (ii) thereafter, the Term-Out Applicable
Percentage
from time to time in effect (as determined in accordance with Section
2.09(e)). All
Facility Fees shall be computed on the basis of the actual number of days
elapsed in
a year of 360 days. The Facility Fee due to each Bank shall commence to
accrue on
the Closing Date and shall cease to accrue on the Maturity Date or any
earlier date
on which the Commitment of such Bank shall have been terminated and the
outstanding Loans of such Bank repaid in full.
(b) The Borrower agrees to pay the Administrative Agent, for its own
account, the fees provided for in the letter agreement, dated September 17,
1997,
between the Borrower and the Administrative Agent.
(c) All fees shall be paid on the dates due, in immediately available
funds, to the Administrative Agent for distribution, if and as appropriate,
among the
Banks. Once paid, none of the fees shall be refundable under any
circumstances."
"SECTION 2.08. Notes; Repayment of Loans. The Competitive
Loans made by each Bank shall be evidenced by a single Competitive Note duly
executed on behalf of the Borrower, dated the Closing Date, in substantially
the form
attached hereto as Exhibit B-1 with the blanks appropriately filled, payable
to the
order of such Bank in a principal amount equal to the Total Commitment. The
Revolving Credit Loans made by each Bank shall be evidenced by a single
Revolving
Credit Note duly executed on behalf of the Borrower, dated the Closing Date,

in
substantially the form attached hereto as Exhibit B-2 with the blanks
appropriately
filled, payable to the order of such Bank in a principal amount equal to the
Commitment of such Bank. The outstanding principal balance of each
Competitive
Loan or Revolving Credit Loan, as evidenced by the relevant Note, shall be
payable
(a) in the case of a Competitive Loan, on the last day of the Interest
Period applicable
to such Competitive Loan and on the Maturity Date and (b) in the case of a
Revolving Credit Loan, on the Maturity Date in the currency of such Loan.
Each
Competitive Note and each Revolving Credit Note shall bear interest from the
date
thereof on the outstanding principal balance thereof as set forth in Section
2.09. Each
Bank shall, and is hereby authorized by the Borrower to, endorse on the
schedule to
the relevant Note held by such Bank (or on a continuation of such schedule
attached
to each such Note and made a part thereof), or otherwise to record in such
Bank's
internal records, an appropriate notation evidencing the date, currency and
amount
of each Competitive Loan or Revolving Credit Loan, as applicable, of such
Bank,
each payment or prepayment of principal of any Competitive Loan or Revolving
Credit Loan, as applicable, and the other information provided on such
schedule;
provided, however, that the failure of any Bank to make such a notation or
any error
therein shall not in any manner affect the obligation of the Borrower to
repay the
Competitive Loans or Revolving Credit Loans, as applicable, made by such
Bank in
accordance with the terms of the relevant Note."
"SECTION 2.09. Interest on Loans. (a) Subject to the provisions of
Sections 2.10 and 2.11, the Loans comprising each LIBOR Borrowing shall bear

interest (computed on the basis of the actual number of days elapsed over a
year of
360 days) at a rate per annum equal to (i) in the case of each LIBOR
Revolving
Credit Loan, LIBOR for the Interest Period in effect for such Borrowing plus
the
Applicable Percentage and (ii) in the case of each LIBOR Competitive Loan,
LIBOR
for the Interest Period in effect for such Borrowing plus the Margin offered
by the
Bank making such Loan and accepted by the Borrower pursuant to Section 2.04;
provided, however, that subject to the provisions of Sections 2.10 and 2.11,
all
LIBOR Revolving Credit Loans which shall remain outstanding after the
Termination
Date shall bear interest (computed on the basis of the actual number of days
elapsed
over a year of 360 days) at all times after the Termination Date at a rate
per annum
equal to LIBOR for the Interest Period in effect for such Borrowing plus the
Term-Out
Applicable Percentage.
(b) Subject to the provisions of Section 2.10, the Loans comprising

each ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, when determined by reference to the Prime Rate and over a year of 360 days at all other times) at a rate per annum equal to the Alternate Base Rate.

(c) Subject to the provisions of Section 2.10, each Fixed Rate Loan shall bear interest at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the fixed rate of interest offered by the Bank making such Loan and accepted by the Borrower pursuant to Section 2.04.

(d) Interest on each Loan shall be payable on each Interest Payment Date applicable to such Loan in the currency of such Loan. The LIBOR or the Alternate Base Rate for each Interest Period or day within an Interest Period shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(e) The Term-Out Applicable Percentage shall be determined based on the Consolidated Interest Coverage Ratio at the end of the most recent fiscal quarter for which financial statements have been delivered under Section 5.05 and based on the period of four fiscal quarters then ended treated as a single accounting period."

"SECTION 2.11. Alternate Rate of Interest. In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period for a LIBOR Borrowing, the Administrative Agent shall have determined that deposits in the applicable currency in the amount of the requested principal amount of such LIBOR Borrowing are not generally available in the London interbank market, or that the rate at which such deposits are being offered will not adequately and fairly reflect the cost to any Bank of making or maintaining such LIBOR Loans during such Interest Period, or that reasonable means do not exist for ascertaining the LIBOR Rate, the Administrative Agent shall, as soon as practicable thereafter, give written or telecopier notice of such determination to the Borrower and the Banks. In the event of any such determination, until the Administrative Agent shall have determined that circumstances giving rise to such notice no longer exist, (a) any request by the Borrower for a LIBOR Competitive Borrowing pursuant to Section 2.04, and any request for a LIBOR Revolving Credit Borrowing in an Alternate Currency, shall be of no force and effect and shall be

denied by the Administrative Agent and (b) any request by the Borrower for a LIBOR Revolving Credit Borrowing in dollars pursuant to Section 2.05 shall be deemed to be a request for an ABR Loan. Each determination by the Administrative Agent hereunder shall be conclusive absent manifest error; provided, however, that if a determination is made that dollar deposits in the amount of the requested principal

amount of such LIBOR Borrowing are not generally available in the London interbank market, or that the rate at which such dollar deposits are being offered will not adequately and fairly reflect the cost to any Bank of making or maintaining such LIBOR Loans during such Interest Period, or that reasonable means do not exist for ascertaining the LIBOR Rate, the Administrative Agent shall promptly notify the Borrower of such determination in writing and the Borrower may, by notice to the Administrative Agent given within 24 hours of receipt of such notice, withdraw the request for the LIBOR Competitive Borrowing or the LIBOR Revolving Credit Borrowing, as applicable."

"SECTION 2.13. Prepayment of Loans. (a) Prior to the Maturity Date the Borrower shall have the right at any time to prepay any Revolving Credit Borrowing, or, with the consent of the particular Bank or Banks to receive the prepayment, any Competitive Borrowing (which consent may be withheld in such Bank's or Banks' sole discretion), in whole or in part, subject to the requirements of Section 2.17 and 2.18 but otherwise without premium or penalty, upon prior written or telecopy notice to the Administrative Agent before 12:00 noon, New York City time, at least one Business Day prior to such prepayment in the case of an ABR Loan and at least three Business Days prior to such prepayment in the case of a LIBOR Loan or Fixed Rate Loan; provided, however, that each such partial prepayment shall be in a minimum aggregate principal amount of $5,000,000 (or the Dollar Equivalent thereof) and, in the case of a Borrowing denominated in dollars, an integral multiple of $1,000,000.

(b) On the date of any termination or reduction of the Total Commitment pursuant to Section 2.12, the Borrower shall pay or prepay so much of the Revolving Credit Loans as shall be necessary in order that the aggregate Credit Exposures will not exceed the Total Commitment following such termination or reduction. Subject to the foregoing, any such payment or prepayment shall be applied to such Borrowing or Borrowings as the Borrower shall select. All prepayments under this Section 2.13(b) shall be subject to Sections 2.17 and 2.18.

(c) On any date when the aggregate Credit Exposures (after giving effect to any Borrowings effected on such date) exceed the Total Commitment, the Borrower shall make a mandatory prepayment of the Revolving Credit Loans in such amount as may be necessary to eliminate such excess. Any prepayments required by this paragraph shall be applied to outstanding ABR Loans up to the full amount thereof before they are applied to outstanding LIBOR Revolving Credit Loans.

(d) Each notice of prepayment shall specify the specific Borrowing, the prepayment date and the aggregate principal amount of each Borrowing to be prepaid, shall be irrevocable and shall commit the Borrower to prepay such Borrowing by the amount stated therein. All prepayments under this Section 2.13 shall be accompanied by accrued interest on the principal amount being prepaid to the date of prepayment."

"SECTION 2.16. Change in Legality. (a) Notwithstanding anything to the contrary herein contained, if any change in any law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof shall make it unlawful for any Bank to make or maintain any LIBOR Loan or to give effect to its obligations to make LIBOR Loans as contemplated hereby, then, by written notice to the Borrower and to the Administrative Agent, such Bank may:

(i) declare that LIBOR Loans will not thereafter be made by such Bank hereunder, whereupon such Bank shall not submit a Competitive Bid in response to a request for LIBOR Competitive Loans and the Borrower shall be prohibited from requesting LIBOR Revolving Credit Loans from such Bank hereunder unless such declaration is subsequently withdrawn;

(ii) require that all outstanding LIBOR Loans made by it and denominated in dollars be converted to ABR Loans, in which event (A) all such LIBOR Loans shall be automatically converted to ABR Loans as of the effective date of such notice as provided in Section 2.16(b) and (B) all payments and prepayments of principal which would otherwise have been applied to repay the converted LIBOR Loans shall instead be applied to repay the ABR Loans resulting from the conversion of such LIBOR Loans; and

(iii) declare all outstanding LIBOR Loans made by it and denominated in an Alternate Currency due and payable in full.

(b) For purposes of this Section 2.16, a notice to the Borrower by any Bank pursuant to Section 2.16(a) shall be effective on the date of receipt thereof by the Borrower.

(c) Notwithstanding the foregoing, if the affected Bank can continue to offer LIBOR Loans by transferring LIBOR Loans to another existing lending office of such Bank, such Bank agrees to so transfer the LIBOR Loans unless doing so would, in its good faith judgment, subject it to any expense or liability or be otherwise disadvantageous to it."

"SECTION 2.18. Pro Rata Treatment. Except as permitted under Sections 2.14, 2.15(c), 2.16 and 2.17 with respect to interest, (i) each Revolving Credit Borrowing, each payment or prepayment of principal of any Revolving Credit Borrowing, each payment of interest on the Revolving Credit Loans, each payment of the Facility Fees, each reduction of the Commitments and each refinancing of any Borrowing with, conversion of any Borrowing to or continuation of any Borrowing as a Revolving Credit Borrowing of any Interest Rate Type shall be allocated pro rata among the Banks in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amount of their outstanding Revolving Credit Loans). Each payment of principal of any Competitive Borrowing shall be allocated pro rata among the Banks participating in such Borrowing in accordance with the respective principal amounts of their outstanding Competitive Loans comprising such Borrowing. Each payment of interest on any Competitive Borrowing shall be allocated pro rata among the Banks participating in such Borrowing in accordance with the respective amounts of accrued and unpaid interest on their outstanding Competitive Loans

comprising

such Borrowing. For purposes of determining the available Commitments of the Banks at any time, each outstanding Competitive Borrowing shall be deemed to have utilized the Commitments of the Banks (including those Banks that shall not have made Loans as part of such Competitive Borrowing) pro rata in accordance with such respective Commitments. Each Bank agrees that in computing such Bank's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Bank's percentage of such Borrowing computed in accordance with Section 2.01, to the next higher or lower whole dollar amount (or amount in the basic unit of the applicable Alternate Currency)."

"SECTION 2.21. Payments. The Borrower shall make each payment hereunder and under any instrument delivered hereunder not later than 12:00 noon, New York City time (or 12:00 noon, London time, in respect of payments with respect to any Borrowing denominated in any Alternate Currency), on the day when due in lawful money of the United States (in freely transferable dollars) to the Administrative Agent at its offices at 270 Park Avenue, New York, New York 10017, (or at its offices at Trinity Tower, 9 Thomas Moore Street, London, with respect to any Borrowing denominated in an Alternate Currency) for the account of the Banks, in Federal or other immediately available funds. Any payment received after such time on any day shall be deemed to be received on the next Business Day. The Administrative Agent shall remit each Bank's portion of the Borrower's payment to such Bank promptly after receipt thereof. Except as set forth in the definition of "Interest Period" as applied to LIBOR Loans, if any payment to be made hereunder or under any Note becomes due and payable on a day other than a Business Day, such payment may be made on the next succeeding Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment."

(c) Article X of the Credit Agreement is hereby amended by adding new Sections 10.12 and 10.13 as follows:

"SECTION 10.12. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party hereto in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to

be due
hereunder (the "Agreement Currency"), be discharged only to the extent that, on the
Business Day following receipt by the Applicable Creditor of any sum adjudged to
be so due in the Judgment Currency, the Applicable Creditor may in accordance with
normal banking procedures in the relevant jurisdiction purchase the Agreement
Currency with the Judgment Currency; if the amount of the Agreement Currency so
purchased is less than the sum originally due to the Applicable Creditor in the
Agreement Currency, such party agrees, as a separate obligation and notwithstanding
any such judgment, to indemnify the Applicable Creditor against such loss. The

obligations of the parties contained in this Section 10.12 shall survive the termination
of this Agreement and the payment of all other amounts owing hereunder."
"SECTION 10.13. European Monetary Union. (a) If, as a result of
the implementation of European monetary union, (i) any currency ceases to be lawful
currency of the nation issuing the same and is replaced by a European common
currency, or (ii) any currency and a European common currency are at the same time
recognized by the central bank or comparable authority of the nation issuing such
currency as lawful currency of such nation and the Administrative Agent or the
Required Banks shall so request in a notice delivered to the Borrower, then any
amount payable hereunder by any party hereto in such currency shall instead be
payable in the European common currency and the amount so payable shall be
determined by translating the amount payable in such currency to such European
common currency at the exchange rate recognized by the European Central Bank for
the purpose of implementing European monetary union. Prior to the occurrence of
the event or events described in clause (i) or (ii) of the preceding sentence, each
amount payable hereunder in any currency will continue to be payable only in that
currency. The Borrower agrees, at the request of the Required Banks, at the time of
or at any time following the implementation of European monetary union, to enter
into an agreement amending this Agreement in such manner as the Required Banks
shall reasonably request in order to reflect the implementation of such monetary
union and to place the parties hereto in the position they would have been in had such
monetary union not been implemented."
SECTION 2. Representations and Warranties. The Borrower represents and
warrants to each other party hereto that, after giving effect to this Amendment, (a) the
representations and warranties set forth in Article III of the Credit Agreement are true and
correct in all material respects on and as of the date of this Amendment, except to the extent

such representations and warranties expressly relate to an earlier date, and (b) no Default or Event of Default has occurred and is continuing.

SECTION 3. Effectiveness. This Amendment shall become effective as of the date set forth above when the Administrative Agent or its counsel shall have received counterparts of this Amendment which, when taken together, bear the signatures of the Borrower, the Guarantors and the Required Banks.

SECTION 4. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Banks or the Administrative Agent under the Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein.

SECTION 5. Amendment Fees. In consideration of the agreements of the Banks contained herein, the Borrower agrees to pay to each Bank that returns an executed signature page of this Amendment not later than 5:00 p.m., New York City time, on

January 26, 2001, through the Administrative Agent, a work fee (a "Work Fee") equal to $750; provided, that no Work Fees shall be payable hereunder if this Amendment shall not have been executed by Banks constituting the Majority Banks on or prior to January 26, 2001. The Work Fees shall be payable in immediately available funds on the next business day following the effective date of this Amendment. Once paid, the Work Fees shall not be refundable.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

DENTSPLY INTERNATIONAL INC.,
by
Name:
Title:
by
Name:
Title:

CERAMCO INC.,
by
Name:
Title:

CERAMCO MANUFACTURING CO.,
by
Name:
Title:

MIDWEST DENTAL PRODUCTS CORPORATION,
by
Name:
Title:

RANSOM & RANDOLPH COMPANY,
by
Name:
Title:

TULSA DENTAL PRODUCTS INC.,
by
Name:
Title:

DENTSPLY RESEARCH & DEVELOPMENT CORP.,
by
Name:
Title:

DENTSPLY FINANCE CO.,
by
Name:
Title:

DENTSPLY INTERNATIONAL PREVENTIVE CARE DIVISION, L.P.,
by
Name:
Title:

GAC INTERNATIONAL, INC.,
by
Name:
Title:

THE CHASE MANHATTAN BANK,
individually and as
Administrative Agent,
by
Name:
Title:

SIGNATURE PAGE to
AMENDMENT No. 1 to DENTSPLY
INTERNATIONAL INC. 364-DAY CREDIT
AGREEMENT, dated as of JANUARY 26, 2001

To approve Amendment No. 1:
Name of Institution:
by
Name:
Title:

EXHIBIT 4.3

Dentsply International Inc.
570 West College Avenue
York, PA 17405

As of March 1, 2001

The Prudential Insurance Company
of America ("Prudential")
Each Prudential Affiliate (as hereinafter
defined) which becomes bound by certain
provisions of this Agreement as hereinafter
provided (together with Prudential ,
the "Purchasers")

c/o Prudential Capital Group
1114 Avenue of the Americas
Floor 30
New York, New York 10036

Ladies and Gentlemen:

The undersigned, DENTSPLY International Inc. (herein called the "Company"), hereby agrees with you as follows:

1. AUTHORIZATION OF ISSUE OF NOTES.

1A. Authorization of Issue of Series A and Series B Notes. The Company will authorize the issue of (i) its senior promissory notes (the "Series A Notes") in the aggregate principal amount of 82,450,000 Swiss Francs, to be dated the date of issue thereof, to mature March 1, 2007, to bear interest on the unpaid balance thereof from the date thereof until the principal thereof shall have become due and payable at the rate of 4.42% per annum and on overdue principal, Yield-Maintenance Amount and interest at the rate specified therein, and to be substantially in the form of Exhibit A-1 attached hereto and (ii) its senior promissory notes (the "Series B Notes") in the aggregate principal amount of 84,400,000 Swiss Francs, to be dated the date of issue thereof, to mature March 1, 2007, to bear interest on the unpaid balance thereof from the date thereof until the principal thereof shall have become due and payable at the rate of 4.56% per annum and on overdue principal, Yield-Maintenance Amount and interest at the rate specified therein, and to be substantially in the form of Exhibit A-2 attached hereto. The terms "Series A Note" and "Series A Notes" as used herein shall include each Series A Note delivered pursuant to any provision of this Agreement and each Series A

Note delivered in substitution or exchange for any such Series A Note pursuant to any such provision. The terms "Series B Note" and "Series B Notes" as used herein shall include each Series B Note delivered pursuant to any provision of this Agreement and each Series B Note delivered in substitution or exchange for any such Series B Note pursuant to any such provision.

1B. Authorization of Issue of Shelf Notes. The Company will authorize the issue of its additional senior promissory notes (the "Shelf Notes") in the aggregate principal amount of $50,000,000 (or the equivalent in the Available Currencies), to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than fifteen years after the date of original issuance thereof, to have an average life, in the case of each Shelf Note so issued, of no more than twelve years after the date of original issuance thereof, to bear interest on the unpaid balance thereof from the date thereof at the rate per annum, and to have such other particular terms, as shall be set forth, in the case of each Shelf Note so issued, in the Confirmation of Acceptance with respect to such Shelf Note delivered pursuant to paragraph 2B(5), and to be substantially in the form of Exhibit A-3 attached hereto. The terms "Shelf Note" and "Shelf Notes" as used herein shall include each Shelf Note delivered pursuant to any provision of this Agreement and each Shelf Note delivered in substitution or exchange for any such Shelf Note pursuant to any such provision. The terms "Note" and "Notes" as used herein shall include each Series A Note, each Series B Note and each Shelf Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any such Note pursuant to any such provision. Notes which have (i) the same final maturity, (ii) the same principal prepayment dates, (iii) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (iv) the same interest rate, (v) the same interest payment periods, (vi) the same currency denomination and (vii) the same date of issuance (which, in the case of a Note issued in exchange for another Note, shall be deemed for these purposes the date on which such Note's ultimate predecessor Note was issued), are herein called a "Series" of Notes.

2. PURCHASE AND SALE OF NOTES. PURCHASE AND SALE OF NOTES.

2A. Purchase and Sale of Series A and Series B Notes. The Company hereby agrees to sell to Prudential and, subject to the terms and conditions herein set forth, Prudential agrees to purchase from the Company the aggregate principal amounts of Series A Notes and Series B Notes set forth opposite its name on the Purchaser Schedule attached hereto at 100% of such aggregate principal amounts. On March 1, 2001 (herein called the "Series A Closing Day"), the Company will deliver to Prudential at the offices of Prudential Capital Group, one or more Series A Notes and/or Series B Notes registered in its name, evidencing the aggregate principal amount of Series A Notes and/or Series B Notes to be purchased by Prudential and in the denomination or denominations specified with respect to Prudential in the Purchaser Schedule attached hereto, against payment of the purchase price thereof by transfer of immediately available funds for credit to the Company's account as specified in a funding instruction letter from the Company delivered at least one New York Business Day prior to the

Series A Closing Day. Notwithstanding the fact that the Series A Notes and Series B Notes are denominated in Swiss Francs, the purchase price to be paid in each case is $50,000,000 (total purchase price of $100,000,000 for Series A and Series B Notes).

2B. Purchase and Sale of Shelf Notes.

2B(1). FacilityB(1). Facility. Prudential is

willing to consider, in its sole discretion and within limits which may be authorized for purchase by Prudential and Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the "Facility". At any time, the aggregate principal amount of Shelf Notes stated in paragraph 1B, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement prior to such time, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the "Available Facility Amount" at such time. For purposes of the preceding sentence, all aggregate principal amounts of Shelf Notes and Accepted Notes shall be calculated in Dollars with the aggregate amount of any Shelf Notes or Accepted Notes denominated or to be denominated in any Available Currency other than Dollars being converted to Dollars at the rate of exchange used by Prudential to calculate the Dollar equivalent at the time of the applicable Acceptance under paragraph 2B(5). NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.

2B(2). Issuance PeriodB(2). Issuance Period. Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) the third anniversary of the date of this Agreement (or if such anniversary is not a New York Business Day, the New York Business Day next preceding such anniversary) and (ii) the thirtieth day after Prudential shall have given to the Company, or the Company shall have given to Prudential, written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such thirtieth day is not a New York Business Day, the New York Business Day next preceding such thirtieth day). The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the "Issuance Period".

2B(3). Request for Purchase. The Company may from time to time during the Issuance Period make requests for purchases of Shelf Notes (each such request being herein called a "Request for Purchase"). Each Request for Purchase shall be made to Prudential by facsimile or overnight delivery service, and shall (i) specify the currency (which shall be an

Available Currency) of the Shelf Notes covered thereby, (ii) specify in Dollars the aggregate principal amount of Shelf Notes covered thereby (or the Dollar equivalent of Shelf Notes to be denominated in a currency other than Dollars), which shall not be less than $5,000,000 and not be greater than the Available Facility Amount at the time such Request for Purchase is made, (iii) specify the principal amounts, final maturities, principal prepayment dates and amounts and interest payment periods (quarterly or semi-annual in arrears) of the Shelf Notes covered thereby, (iv) specify the use of proceeds of such Shelf Notes, (v) specify the proposed day for the closing of the purchase and sale of such Shelf Notes, which shall be a Business Day during the Issuance Period not less than 10 days and not more than 25 days after the making of such Request for Purchase, (vi) specify the number of the account and the name and address of the

depository institution to which the purchase prices of such Shelf Notes are to be transferred on the Closing Day for such purchase and sale, (vii) certify that the representations and warranties contained in paragraph 8 are true on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Event of Default or Default, and (viii) be substantially in the form of Exhibit B attached hereto. Each Request for Purchase shall be in writing and shall be deemed made when received by Prudential.

2B(4). Rate QuotesB[(4)]. Rate Quotes. Not later than five Business Days after the Company shall have given Prudential a Request for Purchase pursuant to paragraph 2B(3), Prudential may, but shall be under no obligation to, provide to the Company by telephone or facsimile, in each case between 9:30 A.M. and 1:30 P.M. New York City local time (or such other time as Prudential may elect) interest rate quotes for the several currencies, principal amounts (or the approximate equivalent in the case of Notes to be denominated in currencies other than the Dollar, as estimated by Prudential), maturities, principal prepayment schedules, and interest payment periods of Shelf Notes specified in such Request for Purchase (each such interest rate quote provided in response to a Request for Purchase herein called a "Quotation"). Each Quotation shall represent the interest rate per annum payable on the outstanding principal balance of such Shelf Notes at which Prudential or a Prudential Affiliate would be willing to purchase such Shelf Notes at 100% of the principal amount thereof.

2B(5). Acceptance. Within the Acceptance Window, an Authorized Officer of the Company may, subject to paragraph 2B(6), elect to accept on behalf of the Company a Quotation as to the aggregate principal amount of the Shelf Notes specified in the related Request for Purchase (each such Shelf Note being herein called an "Accepted Note" and such acceptance being herein called an "Acceptance"). The day the Company notifies an Acceptance with respect to any Accepted Notes is herein called the "Acceptance Day" for such Accepted Notes. Any Quotation as to which Prudential does not receive an Acceptance within the Acceptance Window shall expire, and no purchase or sale of Shelf Notes hereunder shall be made based on any such expired Quotation. Subject to paragraph 2B(6) and the other terms and conditions hereof, the Company agrees to sell to Prudential or a Prudential Affiliate, and Prudential agrees to purchase, or to cause the purchase by a Prudential Affiliate of, the Accepted Notes at 100% of the principal amount of such Notes. As soon as practicable following the Acceptance Day, the Company, Prudential and each Prudential Affiliate which is

to purchase any such Accepted Notes will execute a confirmation of such Acceptance substantially in the form of Exhibit C attached hereto (herein called a "Confirmation of Acceptance"). If the Company should fail to execute and return to Prudential within three Business Days following receipt thereof a Confirmation of Acceptance with respect to any Accepted Notes, Prudential may at its election at any time prior to its receipt thereof cancel the closing with respect to such Accepted Notes by so notifying the Company in writing.

2B(6). Market Disruption. Notwithstanding the provisions of paragraph 2B(5), if Prudential shall have provided a Quotation pursuant to paragraph 2B(4) and thereafter prior to the time an Acceptance with respect to such Quotation shall have

been notified to Prudential in accordance with paragraph 2B(5) (i) the domestic market for U.S. Treasury securities or derivatives shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities or derivatives, or (ii) in the case of Shelf Notes to be denominated in a currency other than Dollars, in the markets for relevant government securities (which in the case of the Euro, shall be the German Bund) or the spot and forward currency market, the financial futures market or the interest rate swap market, then such Quotation shall expire, and no purchase or sale of Shelf Notes hereunder shall be made based on such expired Quotation. If the Company thereafter notifies Prudential of the Acceptance of any such Quotation, such Acceptance shall be ineffective for all purposes of this Agreement, and Prudential shall promptly notify the Company that the provisions of this paragraph 2B(6) are applicable with respect to such Acceptance.

2B(7). Facility Closings. Not later than 11:30 A.M. (New York City local time) on the Closing Day for any Accepted Notes, the Company will deliver to each Purchaser listed in the Confirmation of Acceptance relating thereto at the offices of the Prudential Capital Group, 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request for each Series of Accepted Notes to be purchased on the Closing Day, dated the Closing Day and registered in such Purchaser's name (or in the name of its nominee), against payment of the purchase price thereof by transfer of immediately available funds for credit to the Company's account specified in the Request for Purchase of such Notes. If the Company fails to tender to any Purchaser the Accepted Notes to be purchased by such Purchaser on the scheduled Closing Day for such Accepted Notes as provided above in this paragraph 2B(7), or any of the conditions specified in paragraph 3 shall not have been fulfilled by the time required on such scheduled Closing Day, the Company shall, prior to 1:00 P.M., New York City local time, on such scheduled Closing Day notify Prudential (which notification shall be deemed received by each Purchaser) in writing whether (i) such closing is to be rescheduled (such rescheduled date to be a Business Day during the Issuance Period not less than one Business Day and not more than 10 Business Days after such scheduled Closing Day (the "Rescheduled Closing Day")) and certify to Prudential (which certification shall be for the benefit of each Purchaser) that the Company reasonably believes that it will be able to comply with the conditions set forth in paragraph 3 on such Rescheduled

Closing Day and that the Company will pay the Delayed Delivery Fee in accordance with paragraph 2B(8)(iii) or (ii) such closing is to be canceled. If a Rescheduled Closing Day is established in respect of Notes denominated in a currency other than Dollars, the Notes shall have the same maturity date, principal prepayment dates and amounts and interest payment dates as originally scheduled. In the event that the Company shall fail to give such notice referred to in the second preceding sentence, Prudential (on behalf of each Purchaser) may at its election, at any time after 1:00 P.M., New York City local time, on such scheduled Closing Day, notify the Company in writing that such closing is to be canceled. Notwithstanding anything to the contrary appearing in this Agreement, the Company may not elect to reschedule a closing with respect to any given Accepted Notes on

more than one occasion, unless Prudential shall have otherwise consented in writing.

2B(8).Fees.

2B(8)(i). Structuring Fee. In consideration for the time, effort and expense involved in the preparation, negotiation and execution of this Agreement, at the time of the execution and delivery of this Agreement by the Company and Prudential, the Company will pay to Prudential in immediately available funds a fee (herein called the "Structuring Fee") in the amount of $50,000.

2B(8)(ii). Issuance Fee. The Company will pay to Prudential in immediately available funds a fee (herein called the "Issuance Fee") on each Closing Day (other than the Series A Closing Day) in an amount equal to 0.15% of the aggregate principal amount of Notes sold on such Closing Day.

2B(8)(iii). Delayed Delivery Fee. If the closing of the purchase and sale of any Accepted Note is delayed for any reason beyond the original Closing Day for such Accepted Note, the Company shall pay the Purchaser which shall have agreed to purchase such Accepted Note,

(a) in the case of an Accepted Note denominated in Dollars, on the Cancellation Date or actual Closing Day of such purchase and sale, a fee (herein called the "Dollar Delayed Delivery Fee") equal to the product of (i) the amount determined by Prudential to be the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the average investment rate per annum on alternative Dollar investments of the highest quality selected by Prudential and having a maturity date or dates the same as, or closest to, the Rescheduled Closing Day or Rescheduled Closing Days from time to time fixed for the delayed delivery of such Accepted Note, (ii) the principal amount of such Accepted Note, and (iii) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360; or

(b) in the case of an Accepted Note denominated in a currency other than

Dollars, on the Cancellation Date or the actual Closing Day of such purchase and sale, a fee (herein called the "Non-Dollar Delayed Delivery Fee," and, together with the Dollar Delayed Delivery Fee, the "Delayed Delivery Fee") equal to the sum of (1) the product of (x) the amount by which the rate of interest of such Accepted Note exceeds the Overnight Interest Rate on each day from and including the original Closing Day for such Accepted Note, (y) the principal amount of such Accepted Note, and (z) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360 and (2) the costs and expenses (if any) incurred by such Purchaser or its affiliates with respect to any interest rate or currency exchange agreement entered into by the Purchaser or any such affiliate in connection with the delayed closing of such Accepted Notes.

In no case shall the Delayed Delivery Fee be less than zero. Nothing contained herein shall obligate any Purchaser to purchase

any Accepted Note on any day other than the Closing Day for such Accepted Note, as the same may be rescheduled from time to time in compliance with paragraph 2B(7). Prudential shall inform the Company promptly upon the determination of the amount of any Delayed Delivery Fee.

2B(8)(iv). Cancellation Fee. If the Company at any time notifies Prudential in writing that the Company is canceling the closing of the purchase and sale of any Accepted Note, or if Prudential notifies the Company in writing under the circumstances set forth in the penultimate sentence of paragraph 2B(7) that the closing of the purchase and sale of such Accepted Note is to be canceled, or if the closing of the purchase and sale of such Accepted Note is not consummated on or prior to the last day of the Issuance Period (the date of any such notification, or the last day of the Issuance Period, as the case may be, being herein called the "Cancellation Date"), the Company shall pay the Purchaser which shall have agreed to purchase such Accepted Note in immediately available funds on the Cancellation Date an amount (the "Cancellation Fee") equal to

(a) in the case of an Accepted Note denominated in Dollars, the product of (A) the principal amount of such Accepted Note times (B) the quotient (expressed in decimals) obtained by dividing (1) the excess of the ask price (as determined by Prudential) of the Hedge Treasury Note(s) on the Cancellation Date over the bid price (as determined by Prudential) of the Hedge Treasury Note(s) on the Acceptance Day for such Accepted Note by (2) such bid price, with the foregoing bid and ask prices as reported on the Bridge\Telerate Service, or if such information ceases to be available on the Bridge\Telerate Service, any publicly available source of such market data selected by Prudential on a U.S. Treasury security having a par value of $100.00 and (such amount, the "US Cancellation Fee"); or

(b) in the case of an Accepted Note denominated in a currency other than Dollars, the aggregate of all unwinding costs incurred by such Purchaser or its affiliates on positions executed by or on behalf of such Purchaser or such affiliates in connection with the proposed lending in such currency and fixing the coupon in such currency (which costs may

include a US Cancellation Fee), provided, however, that any gain realized upon either unwinding interest rate hedging arrangements or currency swaps shall be offset against any unwinding costs incurred in either instance. Such positions include currency and interest rate swaps, futures, forwards, any government bond hedges and currency exchange contracts which are subject to substantial price volatility. Such costs may also include losses incurred by such Purchaser or its affiliates as a result of fluctuations in exchange rates. All unwinding costs incurred by such Purchaser shall be determined by Prudential or its affiliate in accordance with generally accepted financial practice.

In no case shall the Cancellation Fee be less than zero. Prudential shall inform the Company promptly upon the determination of the amount of any Cancellation Fee.

3. CONDITIONS OF CLOSING3. CONDITIONS OF CLOSING. The obligation of each Purchaser to purchase and pay for any Notes is subject to the satisfaction, on or before the Closing Day for such Notes, of the following conditions:

3A. Certain DocumentsA. Certain Documents. Such Purchaser shall have received the following, each dated the date of the applicable Closing Day except as otherwise noted below:

(i) The Note(s) to be purchased by such Purchaser.

(ii) The Subsidiary Guaranty dated the Series A Closing Day.

(iii)Certified copies of the resolutions of the Board of Directors of the Company and each Guarantor authorizing the execution and delivery of this Agreement and the issuance of the Notes (in the case of the Company) and of the Subsidiary Guaranty (in the case of each Guarantor), and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement, the Notes and the Subsidiary Guaranty (as applicable).

(iv) Certificates of the Secretary or an Assistant Secretary and one other officer of each of the Company and each Guarantor certifying the names and true signatures of the officers of the Company authorized to sign this Agreement and the Notes (in the case of the Company) and the Subsidiary Guaranty (in the case of each Guarantor) and the other documents to be delivered hereunder.

(v) Certified copies of the Certificate of Incorporation and By-laws (or, if applicable, other governing documents) of the Company and each Guarantor.

(vi) A favorable opinion of Brian Addison, General Counsel of the Company (or such other counsel designated by the Company and acceptable to the Purchaser(s)) satisfactory to such Purchaser and substantially in the form of Exhibit D-1 (in the case of the Series A Closing Day) or D-2 (in the case of any Shelf Notes) attached hereto

and as to such other matters as such Purchaser may reasonably request. The Company hereby directs such counsel to deliver such opinion, agree that the issuance and sale of any Notes will constitute a reconfirmation of such direction, and understand and agree that each Purchaser receiving such an opinion will and is hereby authorized to rely on such opinion.

(vii)A good standing (or equivalent) certificate for the Company and each Guarantor from the secretary of state of the state of its organization dated as of a recent date and such other evidence of the status of the Company and each Guarantor as such Purchaser may reasonably request.

(viii) Additional documents or certificates with respect to legal matters or corporate or other proceedings related to the transactions contemplated hereby as may be reasonably requested by such Purchaser.

3B. Opinion of Purchaser's Special CounselB. Opinion of Purchaser's Special Counsel. Such Purchaser shall have received from an Assistant General Counsel of Prudential or such other counsel who is acting as special counsel for it in connection with this transaction, a favorable opinion

satisfactory to such Purchaser as to such matters incident to the matters herein contemplated as it may reasonably request.

3C. Representations and Warranties; No Default3C. Representations and Warranties; No Default. The representations and warranties contained in paragraph 8 shall be true on and as of such Closing Day, except to the extent of changes caused by the transactions herein contemplated; there shall exist on such Closing Day no Event of Default or Default; and the Company shall have delivered to such Purchaser an Officer's Certificate, dated such Closing Day, to both such effects.

3D. Purchase Permitted by Applicable Laws3D. Purchase Permitted by Applicable Laws. The purchase of and payment for the Notes to be purchased by such Purchaser on the terms and conditions herein provided (including the use of the proceeds of such Notes by the Company) shall not violate any applicable law or governmental regulation (including, without limitation, Section 5 of the Securities Act or Regulation T, U or X of the Board of Governors of the Federal Reserve System) and shall not subject such Purchaser to any tax, penalty, liability or other onerous condition under or pursuant to any applicable law or governmental regulation, and such Purchaser shall have received such certificates or other evidence as it may request to establish compliance with this condition.

3E. Payment of Fees. The Company shall have paid to Prudential any fees due it pursuant to or in connection with this Agreement, including any Structuring Fee due pursuant to paragraph 2B(8)(i), any Issuance Fee due pursuant to paragraph 2B(8)(ii) and any Delayed Delivery Fee due pursuant to paragraph 2B(8)(iii). The Company shall also have paid the fees and expenses of any special counsel engaged by Prudential and the Purchasers in connection with this Agreement; provided that the fees of any such special counsel shall not

exceed $5,000 through the Series A Closing Day.

4. PREPAYMENTS. PREPAYMENTS. The Series A Notes, the Series B Notes and any Shelf Notes shall be subject to required prepayment as and to the extent provided in paragraphs 4A and 4B, respectively. The Series A Notes, the Series B Notes and any Shelf Notes shall also be subject to prepayment under the circumstances set forth in paragraph 4C. Any prepayment made by the Company pursuant to any other provision of this paragraph 4 shall not reduce or otherwise affect its obligation to make any required prepayment as specified in paragraph 4A or 4B.

4A(1). Required Prepayments of Series A Notes. Until the Series A Notes shall be paid in full, the Company shall apply to the prepayment of the Series A Notes, without Yield-Maintenance Amount, the sum of 27,483,333.34 Swiss Francs on March 1 of 2005 and 2006, and such principal amounts of the Series A Notes, together with interest thereon to such payment dates, shall become due on such payment dates. The remaining unpaid principal amount of the Series A Notes, together with interest accrued thereon, shall become due on the maturity date of the Series A Notes.

4A(2). Required Prepayments of Series B Notes. Until the Series B Notes shall be paid in full, the Company shall apply to the prepayment of the Series B Notes, without Yield-Maintenance Amount, the sum of 28,133,333.34 Swiss Francs

on March 1 of 2005 and 2006, and such principal amounts of the Series B Notes, together with interest thereon to such payment dates, shall become due on such payment dates. The remaining unpaid principal amount of the Series B Notes, together with interest accrued thereon, shall become due on the maturity date of the Series B Notes.

4B. Required Prepayments of Shelf NotesB. Required Prepayments of Shelf Notes. Each Series of Shelf Notes shall be subject to the required prepayments, if any, set forth in the Notes of such Series.

4B(1). Optional Prepayment With Yield-Maintenance Amount. The Notes of each Series shall be subject to prepayment, in whole at any time or from time to time in part (in integral multiples of $100,000 and in a minimum amount of $1,000,000 or, in each case, in the equivalent of the currency in which the Notes of such Series were issued), at the option of the Company, at 100% of the principal amount so prepaid plus interest thereon to the prepayment date and the Yield-Maintenance Amount, if any, with respect to each such Note. Any partial prepayment of a Series of the Notes pursuant to this paragraph 4C(1) shall be applied in satisfaction of required payments of principal in inverse order of their scheduled due dates.

4B(2). Prepayment with Yield-Maintenance Amount Pursuant to Intercreditor Agreement. If amounts are to be applied to the principal of the Notes pursuant to the terms of the Intercreditor Agreement, interest owing thereon to the prepayment date and the Yield-Maintenance Amount, if any, with respect to each Note shall be due and payable on

such date. Any partial prepayment of the Notes pursuant to this paragraph 4C(2) shall be applied in satisfaction of required payments of principal in inverse order of their scheduled due dates.

4C. Notice of Optional Prepayment. The Company shall give the holder of each Note of a Series to be prepaid pursuant to paragraph 4C(1) irrevocable written notice of such prepayment not less than 10 Business Days prior to the prepayment date, specifying such prepayment date, the aggregate principal amount of the Notes of such Series to be prepaid on such date, the principal amount of the Notes of such Series held by such holder to be prepaid on that date and that such prepayment is to be made pursuant to paragraph 4C(1). Notice of prepayment having been given as aforesaid, the principal amount of the Notes specified in such notice, together with interest thereon to the prepayment date and together with the Yield-Maintenance Amount, if any, herein provided, shall become due and payable on such prepayment date. The Company shall, on or before the day on which it gives written notice of any prepayment pursuant to paragraph 4C(1), give telephonic notice of the principal amount of the Notes to be prepaid and the prepayment date to each Significant Holder which shall have designated a recipient for such notices in the Purchaser Schedule attached hereto or the applicable Confirmation of Acceptance or by notice in writing to the Company.

4D. Application of Prepayment. In the case of each prepayment of less than the entire unpaid principal amount of all outstanding Notes of any Series pursuant to paragraphs 4A, 4B, or 4C, the amount to be prepaid shall be applied pro rata to all outstanding Notes of such Series (including, for the purpose of

this paragraph 4E only, all Notes prepaid or otherwise retired or purchased or otherwise acquired by the Company or any of its Subsidiaries or Affiliates other than by prepayment pursuant to paragraph 4A, 4B or 4C) according to the respective unpaid principal amounts thereof.

4[G].No Acquisition of Notes4E. Retirement of Notes. The Company shall not, and shall not permit any of its Subsidiaries or Affiliates to, prepay or otherwise retire in whole or in part prior to their stated final maturity (other than by prepayment pursuant to paragraphs 4A, 4B or 4C or upon acceleration of such final maturity pursuant to paragraph 7A), or purchase or otherwise acquire, directly or indirectly, Notes of any Series held by any holder unless the Company or such Subsidiary or Affiliate shall have offered to prepay or otherwise retire or purchase or otherwise acquire, as the case may be, the same proportion of the aggregate principal amount of Notes of such Series held by each other holder of Notes of such Series at the time outstanding upon the same terms and conditions. Any Notes so prepaid or otherwise retired or purchased or otherwise acquired by the Company or any of its Subsidiaries or Affiliates shall not be deemed to be outstanding for any purpose under this Agreement, except as provided in paragraph 4E.

5. AFFIRMATIVE COVENANTS5. AFFIRMATIVE COVENANTS. During the Issuance Period and so long thereafter as any Note is outstanding and unpaid, the Company covenants as follows:

5A. Financial Statements; Notice of Defaults5A. Financial Statements; Notice of Defaults. The Company covenants that it will deliver to each holder of any Notes in duplicate:

(i) as soon as practicable and in any event within 60 days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, consolidated statements of income, cash flows and shareholders' equity of the Company and its Subsidiaries for the period from the beginning of the current fiscal year to the end of such quarterly period, and a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarterly period, setting forth in each case in comparative form figures for the corresponding period in the preceding fiscal year, all in reasonable detail and certified by an authorized financial officer of the Company;

(ii) as soon as practicable and in any event within 90 days after the end of each fiscal year, consolidated statements of income, cash flows and shareholders' equity of the Company and its Subsidiaries for such year, and a consolidated balance sheet of the Company and its Subsidiaries as at the end of such year, setting forth in each case in comparative form corresponding consolidated figures from the preceding annual audit, all in reasonable detail and satisfactory in form to the Required Holder(s) and reported on by independent public accountants of recognized national standing selected by the Company whose report shall be without limitation as to scope of the audit and satisfactory in substance to the Required Holder(s);

(iii)promptly upon transmission thereof, copies of all such financial statements, proxy statements, notices and reports as it shall send to its public stockholders and copies of all registration statements and all reports which

it files with the Securities and Exchange Commission (or any governmental body or agency succeeding to the functions of the Securities and Exchange Commission);

(iv) promptly upon receipt thereof, a copy of each other report submitted to the Company or any Subsidiary by independent accountants in connection with any annual, interim or special audit made by them of the books of the Company or any Subsidiary; and

(v) with reasonable promptness, such other financial data as such holder may reasonably request.

Together with each delivery of financial statements required by clauses (i) and (ii) above, the Company will deliver to each holder of any Notes an Officer's Certificate demonstrating (with computations in reasonable detail) compliance by the Company and its Subsidiaries with the provisions of paragraphs 6A(1), 6A(2), 6A(3), 6B(3) and 6B(9) and stating that there exists no Event of Default or Default, or, if any Event of Default or Default exists, specifying the nature and period of existence thereof and what action the Company proposes to take with respect thereto. Together with each delivery of financial statements required by clause (ii) above, the

Company will deliver to each holder of any Notes a certificate of such accountants stating that, in making the audit necessary for their report on such financial statements, they have obtained no knowledge of any Event of Default or Default, or, if they have obtained knowledge of any Event of Default or Default, specifying the nature and period of existence thereof. Such accountants, however, shall not be liable to anyone by reason of their failure to obtain knowledge of any Event of Default or Default which would not be disclosed in the course of an audit conducted in accordance with generally accepted auditing standards.

The Company also covenants that immediately after any Responsible Officer obtains knowledge of an Event of Default or Default, it will deliver to each holder of any Notes an Officer's Certificate specifying the nature and period of existence thereof and what action the Company proposes to take with respect thereto.

5B. Information Required by Rule 144A5B. Information Required by Rule 144A. The Company covenants that it will, upon the request of the holder of any Note, provide such holder, and any qualified institutional buyer designated by such holder, such financial and other information as such holder may reasonably determine to be necessary in order to permit compliance with the information requirements of Rule 144A under the Securities Act in connection with the resale of Notes, except at such times as the Company is subject to and in compliance with the reporting requirements of section 13 or 15(d) of the Exchange Act. For the purpose of this paragraph 5B, the term "qualified institutional buyer" shall have the meaning specified in Rule 144A under the Securities Act.

5C. Inspection of Property5C. Inspection of Property. The Company covenants that it will permit any Person designated by any Significant Holder in writing, at such Significant Holder's expense if no Default or Event of Default exists and at the Company's expense if a Default or Event of Default does exist, to visit and inspect any of the properties of the Company and its Subsidiaries, to examine the books and financial records

of the Company and its Subsidiaries and make copies thereof or extracts therefrom and to discuss the affairs, finances and accounts of any of the Company and its Subsidiaries with the principal officers of the Company and its independent public accountants, all at such reasonable times and as often as such Significant Holder may reasonably request.

5D. Covenant to Secure Notes Equally5D. Covenant to Secure Notes Equally. The Company covenants that, if it or any Subsidiary shall create or assume any Lien upon any of its property or assets, whether now owned or hereafter acquired, other than Liens permitted by the provisions of paragraph 6B(1) (unless prior written consent to the creation or assumption thereof shall have been obtained pursuant to paragraph 11C), it will make or cause to be made effective provision whereby the Notes will be secured by such Lien equally and ratably with any and all other Debt thereby secured so long as any such other Debt shall be so secured.

5E. Compliance with Law. The Company covenants that it will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or

regulations to which each of them is subject, including, without limitation, environmental laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the business, condition (financial or otherwise), operations or prospects of the Company and its Subsidiaries taken as a whole.

5F. Insurance. The Company covenants that it will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

5G. Subsequent Guarantors. The Company covenants that if at any time any Subsidiary which is not a Guarantor on the date hereof, shall guarantee one or both of the Bank Agreements, the Company will cause such Person to, simultaneously with the entry into the guarantee of such Bank Agreement, execute and deliver to Prudential and the holders of the Notes a joinder to the Subsidiary Guaranty in the form attached thereto.

5H. Intercreditor Agreement. The Company covenants that on or before September 30, 2001, each lender party to one or both of the Bank Agreements shall enter into an intercreditor agreement (the "Intercreditor Agreement") with Prudential and each holder of Notes which shall include the terms referenced on the summary of intercreditor terms attached hereto as Exhibit E and shall be in form and content satisfactory to Prudential.

5I. Maintenance of Existence. The Company will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate existence, material rights, licenses, permits and franchises; provided that nothing in this paragraph shall prevent the abandonment or termination of the corporate existence of any Subsidiary, or the rights or franchises of any Subsidiary or the Company if such abandonment or termination would not have a material adverse effect upon the business, condition (financial or otherwise) operations or prospects of the Company and its Subsidiaries taken as a whole.

5J. Maintenance of Property. The Company covenants that it will, and will cause each of its Subsidiaries to, at all times maintain and preserve all property used or useful in its business in good working order and condition, and from time to time make, or cause to be made, all needful and proper repairs, renewals and replacements thereto, so that the business carried on in connection therewith may be properly conducted at all times, except to the extent that the failure to do so would not have a material adverse effect upon the

business, condition (financial or otherwise), operations or prospects of the Company and its Subsidiaries taken as a whole.

5K. Payment of Taxes. The Company covenants that it will, and will cause each of its Subsidiaries to, pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, prior to the time penalties would attach thereto, as well as lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a Lien or charge upon such properties or any part thereof; provided, however, that neither the Company nor any Subsidiary shall be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be subject to a Good Faith Contest.

6. NEGATIVE COVENANTS6.NEGATIVE COVENANTS. During the Issuance Period and so long thereafter as any Note or other amount due hereunder is outstanding and unpaid, the Company covenants as follows:

6A. Financial Covenants. The Company will not permit:

6A(1). Consolidated Net Worth. Consolidated Net Worth at any time to be less than the sum of (a) $450,000,000 plus (b) to the extent positive, 25% of Consolidated Net Income for each fiscal quarter ended subsequent to December 31, 2000 and prior to any date of determination;

6A(2). Interest Coverage Ratio. The ratio of Consolidated EBITDA to Consolidated Interest Expense to be less than 3.50 to 1.00 for the four consecutive fiscal quarter period ended at the end of any fiscal quarter, commencing with the four consecutive fiscal quarter period ended December 31, 2000; or

6A(3). Debt and Priority Debt Limitations. (i) The ratio, expressed as a percentage, of Consolidated Debt to Consolidated Capitalization to (a) exceed 55% at any time during the period commencing on the Series A Closing Day and ending on

the first anniversary thereof or (b) 50% at any time thereafter or (ii) the aggregate amount of Priority Debt to at any time exceed 15% of Consolidated Net Worth.

6B. Lien and Other Restrictions. The Company will not and will not permit any Subsidiary to:

6B(1). Liens. Create, assume or suffer to exist any Lien upon any of its properties or assets, whether now owned or hereafter acquired (whether or not provision is made for the equal and ratable securing of the Notes in accordance with the provisions of paragraph 5D), except:

(i) Liens for taxes, assessments or other governmental levies or charges not yet due or which are subject to a Good Faith Contest,

(ii) statutory Liens of landlords, Liens of carriers, warehousemen, mechanics and materialmen, and Liens of a similar nature, in each case that do not secure Debt, are incurred in the ordinary course of business and are for sums not yet due or subject to a Good Faith Contest,

(iii)Liens on property or assets of a Subsidiary of the Company to secure obligations of such Subsidiary to the Company or to a Wholly-Owned Subsidiary,

(iv) Liens (other than any Lien imposed by ERISA) incurred, or deposits made, in the ordinary course of business, such as workers' compensation Liens or statutory or legal obligation Liens; provided, however, that such Liens were not incurred or made in connection with the borrowing of money or the obtaining of advances or credit,

(v) survey exceptions and easements and reservations arising in the ordinary course of business that do not secure Debt, which do not in aggregate materially detract from the use or value of the property subject thereto,

(vi) Liens existing on the date of this Agreement and securing Debt of the Company and its Subsidiaries, in each case as identified on Schedule 6B(1) hereto,

(vii)any Lien created to secure all or any part of the purchase price, or to secure Debt incurred or assumed to pay all or any part of the purchase price or cost of construction, of property (or any improvement thereon) acquired or constructed by the Company or a Subsidiary after the date of this Agreement, provided that

(a) any such Lien shall extend solely to the item or items of such property (or improvement thereon) so acquired or constructed,

(b) the principal amount of the Debt secured by any such Lien shall at no time exceed the cost to the Company or such Subsidiary of the property (or improvement thereon) so acquired or constructed,

(c) any such Lien shall be created contemporaneously with, or within 90 days after, the acquisition or construction of such property, and

(d) no such Lien shall attach to any property the purchase of which was made with the net sale proceeds of any assets described in the proviso to paragraph 6B(3)(ii) hereof,

(viii) any Lien existing on property of a Person immediately prior to its being consolidated with or merged into the Company or a Subsidiary or its becoming a Subsidiary, or any Lien existing on any property acquired by the Company or any Subsidiary at the time such property is so acquired (whether or not the Debt secured thereby shall have been assumed), provided that (a) no such Lien shall have been created or assumed in contemplation of such consolidation or merger or such Person's becoming a Subsidiary or such acquisition or property, and (b) each such Lien shall extend solely to the item or items of property so acquired, and

(ix) any Lien renewing, extending or refunding any Lien permitted by clauses (vi), (vii) or (viii) of this paragraph, provided that (a) the principal amount of Debt secured by such Lien immediately prior to such extension, renewal or refunding is not increased or the maturity or remaining average life thereof reduced and (b) such Lien is not extended to any other property,

(x) other Liens securing Debt of the Company or a Subsidiary, provided that the aggregate principal amount of Priority Debt shall at no time exceed 15% of Consolidated Net Worth;

6B(2). Merger and Consolidation. Merge or consolidate with or into any other Person, except that, so long as no Event of Default exists or would result therefrom:

(i) any Subsidiary may merge or consolidate with or into the Company, so long as the Company is the continuing or surviving corporation,

(ii) any Subsidiary may merge or consolidate with or into another Subsidiary, so long as the surviving Person is a Wholly-Owned Subsidiary, and

(iii)the Company may merge with any other solvent corporation, so long as the Company is the continuing or surviving corporation;

6B(3). Transfer of Assets. Transfer any of its assets (exclusive of sales of inventory in the ordinary course of business), except that:

(i) any Subsidiary may Transfer assets to the Company or to a Wholly-Owned Subsidiary (so long as any such Transfer to a Wholly-Owned Subsidiary does not result in the movement of assets from a Designated Country to a country which is not a Designated Country), and

(ii) the Company or any Subsidiary may otherwise Transfer assets, so long as after giving effect thereto neither (a) the Annual Percentage of Earnings Capacity Transferred pursuant to this clause (ii) and paragraph 6B(4) exceeds 15%, nor (b) the Annual Percentage of Assets Transferred pursuant to this clause (ii) and

paragraph 6B(4) exceeds 15%; provided that if the net sale proceeds of any assets Transferred are, within 180 days after the date of Transfer, (1) applied to the prepayment of senior Debt of the Company (including the Notes pursuant to the terms of paragraph 4C hereof) on a pro rata basis or (2) used for the purchase of similar assets (located in a Designated Country if and to the extent the assets Transferred were located in a Designated Country), then such Transfer shall not be included in the calculations provided in this clause (ii);

6B(4). Sale of Stock and Debt of Subsidiaries. With the exception of the InfoSoft Sale, sell or otherwise dispose of, or part with control of, any shares of stock (or similar equity interests) or Debt of any Subsidiary, except to the Company or a Wholly-Owned Subsidiary, and except that all shares of stock (or similar equity interests) and Debt of any Subsidiary at the time owned by or owed to the Company and all Subsidiaries may be sold as an entirety for a cash consideration which represents the fair value (as determined in good faith by the Board of Directors of the Company) at the time of sale of the shares of stock (or similar equity interests) and Debt so sold; provided that (i) such sale or other disposition is treated as a Transfer of assets of such Subsidiary and is permitted by paragraph 6B(3) and (ii) at the time of such sale, such Subsidiary shall not own, directly or indirectly, any shares of stock or Debt of any other Subsidiary, unless all of the shares of stock and Debt of such other Subsidiary owned, directly or indirectly, by the Company and all Subsidiaries are simultaneously being sold as permitted by this paragraph 6B(4);

6B(5). Sale or Discount of Receivables. Sell with recourse, or discount or otherwise sell for less than the face value thereof, any of its notes or accounts receivable, other than (i) notes or accounts receivable the collection of which is doubtful in accordance with generally accepted accounting principles and (ii) pursuant to the Brazilian Receivables Program;

6B(6). Related Party Transactions. Directly or indirectly, receive any Transfer of any property from, or Transfer any property to, or otherwise deal with, in the ordinary course of business or otherwise, any Related Party, unless each such transaction is no less favorable to the Company or such Subsidiary (as the case may be) than a transaction with an unrelated party on an arm's length basis;

6B(7). Subsidiary Dividend Restrictions. Incur or permit to exist any restriction (other than restrictions imposed pursuant to any applicable law) on any Subsidiary's ability to make dividends or other distributions to the Company or any other Subsidiary, to repay intra-company Debt or to otherwise transfer earnings or assets to the Company or its Subsidiaries;

6B(8). Sale-and-Leasebacks. Enter into any transaction, directly or indirectly, whereby it shall sell or transfer any property, if at the time of such sale or disposition the Company or any Subsidiary intends to lease or otherwise acquire the right to use or possess

(except by purchase) such property or like property for a substantially similar purpose (a "Sale and Leaseback Transaction") except:

(i) any Sale and Leaseback Transaction in which the property is sold by the Company to a Subsidiary or by a Subsidiary to the Company or another Subsidiary, or

(ii) the Company or any Subsidiary may enter into any Sale and Leaseback Transaction if (a) at the time thereof and immediately after giving effect thereto no Default or Event of Default shall exist (including any Event of Default under paragraph 6A(3)(ii)) and the proceeds from the sale of the subject property shall be equal to not less than 80% of its fair market value (as reasonably determined by the Company's Board of Directors); or

6B(9). Line of Business. Engage in any business activities other than those related or incidental to its present business activities, namely, the manufacture and distribution of (i) dental supplies and equipment, (ii) medical/industrial supplies and equipment and (iii) other healthcare products; provided that (x) the business activities described in clause (iii) shall not represent more than 20% of Consolidated Net Income for any fiscal year, commencing with the fiscal year ended December 31, 2000 and (y) the assets of the business activities described in clause (iii) shall not at any time represent more than 20% of the consolidated assets of the Company and the Subsidiaries.

7. EVENTS OF DEFAULT7. EVENTS OF DEFAULT.

7A. Acceleration7A.Acceleration. If any of the following events shall occur and be continuing for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or otherwise):

(i) the Company defaults in the payment of any principal of, or Yield- Maintenance Amount payable with respect to, any Note when the same shall become due, either by the terms thereof or otherwise as herein provided; or

(ii) the Company defaults in the payment of any interest on any Note for more than five days after the date due; or

(iii) the Company or any Subsidiary defaults (whether as primary obligor or as guarantor or other surety) in any payment of principal of or interest on any other obligation for money borrowed (or any Capitalized Lease Obligation, any obligation under a conditional sale or other title retention agreement, any obligation issued or assumed as full or partial payment for property whether or not secured by a purchase money mortgage or any obligation under notes payable or drafts accepted representing extensions of credit) beyond any period of grace provided with respect thereto, or the

Company or any Subsidiary fails to perform or observe any other agreement, term or condition contained in any agreement under which any such obligation is created (or if

any other event thereunder or under any such agreement shall occur and be continuing) and the effect of such failure or other event is to cause, or to permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause, such obligation to become due (or to be repurchased by the Company or any Subsidiary) prior to any stated maturity, provided that the aggregate amount of all obligations as to which such a payment default shall occur and be continuing or such a failure or other event causing or permitting acceleration (or resale to the Company or any Subsidiary) shall occur and be continuing exceeds $10,000,000; or

(iv) any representation or warranty made by the Company herein or by the Company or any of its officers in any writing furnished in connection with or pursuant to this Agreement shall be false in any material respect on the date as of which made; or

(v) the Company fails to perform or observe any agreement contained in paragraph 5H or 6; or

(vi) the Company fails to perform or observe any other agreement, term or condition contained herein and such failure shall not be remedied within 30 days after any Responsible Officer obtains actual knowledge thereof; or

(vii)the Company or any Material Subsidiary makes an assignment for the benefit of creditors or is generally not paying its debts as such debts become due; or

(viii) any decree or order for relief in respect of the Company or any Material Subsidiary is entered under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law, whether now or hereafter in effect (herein called the "Bankruptcy Law"), of any jurisdiction; or

(ix) the Company or any Material Subsidiary petitions or applies to any tribunal for, or consents to, the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official of the Company or any Material Subsidiary, or of any substantial part of the assets of the Company or any Material Subsidiary, or commences a voluntary case under the Bankruptcy Law of the United States or any proceedings (other than proceedings for the voluntary liquidation and dissolution of a Material Subsidiary) relating to the Company or any Material Subsidiary under the Bankruptcy Law of any other jurisdiction; or

(x) any such petition or application is filed, or any such proceedings are commenced, against the Company or any Material Subsidiary and the Company or such Material Subsidiary by any act indicates its approval thereof, consent thereto or

acquiescence therein, or an order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceedings, and such order, judgment or decree remains unstayed and in effect for more than 30 days; or

(xi) any order, judgment or decree is entered in any proceedings against the Company or any Material Subsidiary decreeing the dissolution of the Company or any Material Subsidiary and such order, judgment or decree remains unstayed and in effect for more than 60 days: or

(xii) any order, judgment or decree is entered in any proceedings against the Company or any Material Subsidiary decreeing a split-up of the Company or such Material Subsidiary which requires the divestiture of assets representing a substantial part of the consolidated assets of the Company and its Subsidiaries or which requires the divestiture of assets which shall have contributed a substantial part of Consolidated Net Income for any of the three fiscal years then most recently ended, and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

(xiii) one or more final judgments in an aggregate amount in excess of $10,000,000 is rendered against the Company or any Subsidiary and, within 60 days after entry thereof, any such judgment is not discharged or execution thereof stayed pending appeal, or within 60 days after the expiration of any such stay, such judgment is not discharged; or

(xiv)any Guarantor defaults under the Subsidiary Guaranty or contests or denies the enforceability of, or asserts it has no obligation under, the Subsidiary Guaranty, or the Subsidiary Guaranty is determined to be void or unenforceable as to any Guarantor; or

(xv) (A) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under Section 412 of the Code, (B) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PGBC or the PBGC shall have instituted proceedings under ERISA Section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of such proceedings, (C) the aggregate "amount of unfunded benefit liabilities" (within the meaning of Section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed $10,000,000, (D) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, (E) the Company or any ERISA Affiliate withdraws from any Multiemployer Plan, or (F) the Company or any

Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would materially increase the liability of the Company or any Subsidiary thereunder; and any such event or events described in clauses (A) through (F) above, either individually or together with any other such event or events, could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), operations or prospects of the Company and its Subsidiaries taken as a whole;

then (a) if such event is an Event of Default specified in clause (i) or (ii) of this paragraph 7A, any holder of any Note may at its option during the continuance of such Event of Default, by notice in writing to the Company, declare all of the Notes held by such holder to be, and all of the Notes held by such holder shall thereupon be and become, immediately due and payable at par together with interest accrued thereon, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Company, (b) if such event is an Event of Default specified in clause (viii), (ix) or (x) of this paragraph 7A with respect to the Company, all of the Notes at the time outstanding shall automatically become immediately due and payable together with interest accrued thereon and together with the Yield-Maintenance Amount, if any, with respect to each Note, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Company, and (c) with respect to any event constituting an Event of Default, the Required Holder(s) of the Notes of any Series may at its or their option during the continuance of such Event of Default, by notice in writing to the Company, declare all of the Notes of such Series to be, and all of the Notes of such Series shall thereupon be and become, immediately due and payable together with interest accrued thereon and together with the Yield-Maintenance Amount, if any, with respect to each Note of such Series, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Company.

7B. Rescission of Acceleration7B. Rescission of Acceleration. At any time after any or all of the Notes of any Series shall have been declared immediately due and payable pursuant to paragraph 7A, the Required Holder(s) of the Notes of such Series may, by notice in writing to the Company, rescind and annul such declaration and its consequences if (i) the Company shall have paid all overdue interest on the Notes of such Series, the principal of and Yield-Maintenance Amount, if any, payable with respect to any Notes of such Series which have become due otherwise than by reason of such declaration, and interest on such overdue interest and overdue principal and Yield-Maintenance Amount at the rate specified in the Notes of such Series, (ii) the Company shall not have paid any amounts which have become due solely by reason of such declaration, (iii) all Events of Default and Defaults, other than non-payment of amounts which have become due solely by reason of such declaration, shall have been cured or waived pursuant to paragraph 11C, and (iv) no judgment or decree shall have been entered for the payment of any amounts due pursuant to the Notes of such Series or this Agreement. No such rescission or annulment shall extend to or affect any subsequent Event of Default or Default or impair any right arising therefrom.

7C. Notice of Acceleration or Rescission7C. Notice of Acceleration or Rescission. Whenever any Note shall be declared immediately due and payable pursuant to paragraph 7A or any such declaration shall be rescinded and annulled pursuant to paragraph 7B, the Company shall forthwith give written notice thereof to the holder of each Note of each Series at the time outstanding.

7D. Other Remedies7D. Other Remedies. If any Event of Default or Default shall occur and be continuing, the holder of any Note may proceed to protect and enforce its rights under this Agreement and such Note by exercising such remedies as are available to such holder in respect thereof under applicable law, either by suit in equity or by action at law, or both, whether

for specific performance of any covenant or other agreement contained in this Agreement or in aid of the exercise of any power granted in this Agreement. No remedy conferred in this Agreement upon the holder of any Note is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy conferred herein or now or hereafter existing at law or in equity or by statute or otherwise.

8. REPRESENTATIONS, COVENANTS AND WARRANTIES8. REPRESENTATIONS, COVENANTS AND WARRANTIES. The Company represents, covenants and warrants as follows:

8A. Organization8A.Organization. The Company is a corporation duly organized and existing in good standing under the laws of the State of Delaware, each Subsidiary is duly organized and existing in good standing under the laws of the jurisdiction in which it is incorporated, and the Company has and each Subsidiary has the corporate power to own its respective property and to carry on its respective business as now being conducted.

8B. Financial Statements8B. Financial Statements. The Company has furnished each Purchaser of Series A Notes, Series B Notes and any Accepted Notes with the following financial statements, identified by a principal financial officer of the Company: (i) a consolidated balance sheets of the Company and its Subsidiaries as at December 31 in each of the three fiscal years of the Company most recently completed prior to the date as of which this representation is made or repeated to such Purchaser (other than fiscal years completed within 90 days prior to such date for which audited financial statements have not been released) and consolidated statements of income, cash flows and shareholders' equity of the Company and its Subsidiaries for each such year, all reported on by KPMG Peat Marwick LLP and (ii) a consolidated balance sheet of the Company and its Subsidiaries as at the end of the quarterly period (if any) most recently completed prior to such date and after the end of such fiscal year (other than quarterly periods completed within 60 days prior to such date for which financial statements have not been released) and the comparable quarterly period in the preceding fiscal year and consolidated statements of income, cash flows and shareholders' equity for the periods from the beginning of the fiscal years in which such quarterly periods are included to the end of such quarterly periods, prepared by the Company. Such financial statements (including any related schedules and/or notes) are true and correct in all material respects (subject, as to interim statements, to changes resulting from audits and year-end adjustments),

have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods involved and show all liabilities, direct and contingent, of the Company and its Subsidiaries required to be shown in accordance with such principles. The balance sheets fairly present the condition of the Company and its Subsidiaries as at the dates thereof, and the statements of income, stockholders' equity and cash flows fairly present the results of the operations of the Company and its Subsidiaries and their cash flows for the periods indicated. There has been no material adverse change in the business, property or assets, condition (financial or otherwise), operations or prospects of the Company and its Subsidiaries taken as a whole since the end of the most

recent fiscal year for which such audited financial statements have been furnished.

8C. Actions Pending8C. Actions Pending. There is no action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, or any properties or rights of the Company or any of its Subsidiaries, by or before any court, arbitrator or administrative or governmental body which could reasonably be expected to result in any material adverse change in the business, property or assets, condition (financial or otherwise) or operations of the Company and its Subsidiaries taken as a whole.

8D. Outstanding Debt8D. Outstanding Debt. Neither the Company nor any of its Subsidiaries has outstanding any Debt or Priority Debt except as permitted by paragraph 6A(3). There exists no default under the provisions of any instrument evidencing such Debt or of any agreement relating thereto.

8E. Title to Properties8E. Title to Properties. The Company has and each of its Subsidiaries has good and indefeasible title to its respective real properties (other than properties which it leases) and good title to all of its other respective properties and assets, including the properties and assets reflected in the most recent audited balance sheet referred to in paragraph 8B (other than properties and assets disposed of in the ordinary course of business), subject to no Lien of any kind except Liens permitted by paragraph 6B(1). All leases necessary in any material respect for the conduct of the respective businesses of the Company and its Subsidiaries are valid and subsisting and are in full force and effect.

8F. Taxes8F. Taxes. The Company has and each of its Subsidiaries has filed all foreign, federal, state and other income tax returns which, to the best knowledge of the officers of the Company and its Subsidiaries, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles.

8G. Conflicting Agreements and Other Matters8G. Conflicting Agreements and Other Matters. Neither the Company nor any of its Subsidiaries is a party to any contract or agreement or subject to any charter or other corporate restriction which materially and adversely affects its business, property or assets,

condition (financial or otherwise) or operations. Neither the execution nor delivery of this Agreement, the Subsidiary Guaranty or the Notes, nor the offering, issuance and sale of the Notes, nor fulfillment of nor compliance with the terms and provisions hereof, the Subsidiary Guaranty or the Notes will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, or result in the creation of any Lien upon any of the properties or assets of the Company or any of its Subsidiaries pursuant to, the charter or by-laws (or comparable governing documents) of the Company or any of its Subsidiaries, any award of any arbitrator or any agreement (including any agreement with stockholders),

instrument, order, judgment, decree, statute, law, rule or regulation to which the Company or any of its Subsidiaries is subject. Neither the Company nor any of its Subsidiaries is a party to, or otherwise subject to any provision contained in, any instrument evidencing Debt of the Company or such Subsidiary, any agreement relating thereto or any other contract or agreement (including its charter or comparable governing documents) which limits the amount of, or otherwise imposes restrictions on the incurring of, Debt of the Company of the type to be evidenced by the Notes except as set forth in the agreements listed in Schedule 8G attached hereto (as such Schedule 8G may have been modified from time to time by written supplements thereto delivered by the Company to Prudential).

8H. Offering of Notes8H.Offering of Notes. Neither the Company nor any agent acting on its behalf has, directly or indirectly, offered the Notes or any similar security of the Company for sale to, or solicited any offers to buy the Notes or any similar security of the Company from, or otherwise approached or negotiated with respect thereto with, any Person other than institutional investors, and neither the Company nor any agent acting on its behalf has taken or will take any action which would subject the issuance or sale of the Notes to the provisions of Section 5 of the Securities Act or to the provisions of any securities or Blue Sky law of any applicable jurisdiction.

8I. Use of Proceeds8I. Use of Proceeds. The proceeds of the Series A Notes and Series B Notes will be used to fund non-hostile acquisitions and for general corporate purposes. None of the proceeds of the sale of any Notes will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any "margin stock" as defined in Regulation U (12 CFR Part 221) of the Board of Governors of the Federal Reserve System (herein called "margin stock") or for the purpose of maintaining, reducing or retiring any indebtedness which was originally incurred to purchase or carry any stock that is then currently a margin stock or for any other purpose which might constitute the purchase of such Notes a "purpose credit" within the meaning of such Regulation U, unless the Company shall have delivered to the Purchaser which is purchasing such Notes, on the Closing Day for such Notes, an opinion of counsel satisfactory to such Purchaser stating that the purchase of such Notes does not constitute a violation of such Regulation U. Neither the Company nor any agent acting on its behalf has taken or will take any action which might cause this Agreement or the Notes to violate Regulation U, Regulation T or any other regulation of the Board of Governors of the Federal Reserve System or to violate the Exchange Act, in each case as in effect now or as the same may hereafter be in effect.

8J. ERISA8J. ERISA. No accumulated funding deficiency (as defined in section 302 of ERISA and section 412 of the Code), whether or not waived, exists with respect to any Plan (other than a Multiemployer Plan). No liability to the PBGC has been or is expected by the Company or any ERISA Affiliate to be incurred with respect to any Plan (other than a Multiemployer Plan) by the Company, any Subsidiary or any ERISA Affiliate which is or would be materially adverse to the business, property or assets, condition (financial or otherwise) or operations of the Company and its Subsidiaries taken as a whole. Neither the Company, any Subsidiary nor any ERISA Affiliate has incurred or presently expects to incur any withdrawal liability under Title IV of ERISA with respect to any Multiemployer Plan which is or

would be materially adverse to the business, property or assets, condition (financial or otherwise) or operations of the Company and its Subsidiaries taken as a whole. The execution and delivery of this Agreement and the issuance and sale of the Notes will be exempt from or will not involve any transaction which is subject to the prohibitions of section 406 of ERISA and will not involve any transaction in connection with which a penalty could be imposed under section 502(i) of ERISA or a tax could be imposed pursuant to section 4975 of the Code. The representation by the Company in the next preceding sentence is made in reliance upon and subject to the accuracy of the representation of each Purchaser in paragraph 9B as to the source of funds to be used by it to purchase any Notes.

8K. Governmental Consent8K. Governmental Consent. Neither the nature of the Company or of any Subsidiary, nor any of their respective businesses or properties, nor any relationship between the Company or any Subsidiary and any other Person, nor any circumstance in connection with the offering, issuance, sale or delivery of the Notes or execution and delivery of the Subsidiary Guaranty is such as to require any authorization, consent, approval, exemption or any action by or notice to or filing with any court or administrative or governmental body (other than routine filings after the Closing Day for any Notes with the Securities and Exchange Commission and/or state Blue Sky authorities) in connection with the execution and delivery of this Agreement or the Subsidiary Guaranty, the offering, issuance, sale or delivery of the Notes or fulfillment of or compliance with the terms and provisions hereof or of the Notes or of the Subsidiary Guaranty.

8L. Environmental Compliance8L. Environmental Compliance. The Company and its Subsidiaries and all of their respective properties and facilities have complied at all times and in all respects with all foreign, federal, state, local and regional statutes, laws, ordinances and judicial or administrative orders, judgments, rulings and regulations relating to protection of the environment except, in any such case, where failure to comply would not result in a material adverse effect on the business, condition (financial or otherwise) or operations of the Company and its Subsidiaries taken as a whole.

8M. Disclosure8M. Disclosure. Neither this Agreement nor any other document, certificate or statement furnished to any Purchaser by or on behalf of the Company in connection herewith contains any untrue statement of a material fact or omits to state a material fact

necessary in order to make the statements contained herein and therein not misleading. There is no fact peculiar to the Company or any of its Subsidiaries which materially adversely affects or in the future may (so far as the Company can now foresee) materially adversely affect the business, property or assets, condition (financial or otherwise) or operations of the Company or any of its Subsidiaries and which has not been set forth in this Agreement. The financial projections delivered to Prudential by the Company are reasonable based upon the assumptions contained therein and the best information available to the Company.

8N. Hostile Tender OffersN. Hostile Tender Offers. None of the proceeds of the sale of any Notes will be used to

finance a Hostile Tender Offer.

9. REPRESENTATIONS OF THE PURCHASERS9. REPRESENTATIONS OF THE PURCHASERS.

Each Purchaser represents as follows:

9A. Nature of PurchaseA.Nature of Purchase. Such Purchaser is not acquiring the Notes purchased by it hereunder with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act, provided that the disposition of such Purchaser's property shall at all times be and remain within its control.

9B. Source of FundsB. Source of Funds. No part of the funds used by such Purchaser to pay the purchase price of the Notes purchased by such Purchaser hereunder constitutes assets allocated to any separate account maintained by such Purchaser in which any employee benefit plan, other than employee benefit plans identified on a list which has been furnished by such Purchaser to the Company, participates to the extent of 10% or more. For the purpose of this paragraph 9B, the terms "separate account" and "employee benefit plan" shall have the respective meanings specified in section 3 of ERISA.

10. DEFINITIONS; ACCOUNTING 10. DEFINITIONS; ACCOUNTING MATTERS. For the purpose of this Agreement, the terms defined in paragraphs 10A and 10B (or within the text of any other paragraph) shall have the respective meanings specified therein and all accounting matters shall be subject to determination as provided in paragraph 10C.

10A. Yield-Maintenance Terms10A. Yield-Maintenance Terms.

"Called Principal" shall mean, with respect to any Note, the principal of such Note that is to be prepaid pursuant to paragraph 4C or is declared to be immediately due and payable pursuant to paragraph 7A, as the context requires.

"Discounted Value" shall mean, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a

discount factor (as converted to reflect the periodic basis on which interest on such Note is payable, if payable other than on a semi-annual basis) equal to the Reinvestment Yield with respect to such Called Principal.

"Implied Dollar Yield" shall mean, with respect to the Called Principal of any Note, the yield to maturity implied by (i) the yields reported, as of 10:00 A.M. (New York City local time) on the Business Day next preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page 678" on the Bridge\Telerate Service (or such other display as may replace page 678 on the Bridge\Telerate Service) for actively traded U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or if such yields shall not be reported as of such time or the yields reported as of such time shall not be

ascertainable, (ii) the Treasury Constant Maturity Series yields reported, for the latest day for which such yields shall have been so reported as of the Business Day next preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. Such implied yield shall be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded U.S. Treasury security with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the actively traded U.S. Treasury security with the maturity closest to and less than the Remaining Average Life of such Called Principal.

"Implied Euro Yield" shall mean, with respect to the Called Principal of any Note, the yield to maturity implied by (i) the yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page 0#DEBMK" on the Reuters Screen (or such other display as may replace "Page 0#DEBMK" on the Reuters Screen) for the benchmark German Bund having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such rate is not reported as of such time or the rate reported is not ascertainable, the average of the rates as determined by Recognized DM Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the benchmark German Bund with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the benchmark German Bund with the maturity closest to and less than the Remaining Average Life of such Called Principal.

"Implied Swiss Franc Yield" shall mean, with respect to the Called Principal of any Note, the yield to maturity implied by (i) the yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated "Page 0#CHBMK" on the Reuters Screen (or such other display as may replace "Page 0#CHBMK" on the Reuters Screen) for the benchmark

Swiss Government Bond having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such rate is not reported as of such time or the rate reported is not ascertainable, the average of the rates as determined by Recognized Swiss Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded benchmark Swiss Government Bond with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the actively traded benchmark Swiss Government Bond with the maturity closest to and less than the Remaining Average Life of such Called Principal.

"Reinvestment Yield" shall mean, with respect to the Called Principal of (i) any Note denominated in Dollars, 50 basis points plus the Implied Dollar Yield (ii) in the case of any Note

denominated in Swiss Francs, the Implied Swiss Franc Yield, (iii) in the case of any Note denominated in Euros, the Implied Euro Yield. The Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Note.

"Remaining Average Life" shall mean, with respect to the Called Principal of any Note, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) each Remaining Scheduled Payment of such Called Principal (but not of interest thereon) by (b) the number of years (calculated to the nearest one-twelfth year) which will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" shall mean, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon that would be due on or after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date.

"Settlement Date" shall mean, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to paragraph 4C or is declared to be immediately due and payable pursuant to paragraph 7A, as the context requires.

"Yield-Maintenance Amount" shall mean, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Called Principal of such Note over the sum of (i) such Called Principal plus (ii) interest accrued thereon as of (including interest due on) the Settlement Date with respect to such Called Principal. The Yield-Maintenance Amount shall in no event be less than zero.

10B. Other TermsB. Other Terms.

"Acceptance" shall have the meaning specified in paragraph 2B(5).

"Acceptance Day" shall have the meaning specified in paragraph 2B(5).

"Accepted Note" shall have the meaning specified in paragraph 2B(5).

"Acceptance Window" shall mean, with respect to any Quotation, the time period designated by Prudential during which the Company and Prudential shall be in live communication and the Company may elect to accept such Quotation.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such first Person except, in the case of the Company, a Subsidiary. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Annual Percentage of Assets Transferred" shall mean, with respect to any fiscal year of the Company, the sum of the Percentages of Assets Transferred for each asset of the Company and its Subsidiaries that is Transferred during such fiscal year.

"Annual Percentage of Earnings Capacity Transferred" shall mean, with respect to any fiscal year of the Company, the sum of the Percentages of Earnings Capacity Transferred for each asset of the Company and its Subsidiaries that is Transferred during such fiscal year.

"Authorized Officer" shall mean (i) in the case of the Company, its chief executive officer, its chief financial officer, any vice president of the Company designated as an "Authorized Officer" of the Company in the Information Schedule attached hereto or any vice president of the Company designated as an "Authorized Officer" of the Company for the purpose of this Agreement in an Officer's Certificate executed by the Company's chief executive officer or chief financial officer and delivered to Prudential, and (ii) in the case of Prudential, any officer of Prudential designated as its "Authorized Officer" in the Information Schedule or any officer of Prudential designated as its "Authorized Officer" for the purpose of this Agreement in a certificate executed by one of its Authorized Officers. Any action taken under this Agreement on behalf of the Company by any individual who on or after the date of this Agreement shall have been an Authorized Officer of the Company and whom Prudential in good faith believes to be an Authorized Officer of the Company at the time of such action shall be binding on the Company even though such individual shall have ceased to be an Authorized Officer of the Company, and any action taken under this Agreement on behalf of Prudential by any individual who on or after the date of this Agreement shall have been an Authorized Officer of Prudential and whom the Company in good faith believes to be an Authorized Officer of Prudential at the time of such action shall be binding on Prudential even though such individual shall have ceased to be an Authorized Officer of Prudential.

"Available Currencies" shall mean the Dollar, the Euro, and the Swiss Franc.

"Available Facility Amount" shall have the meaning specified in paragraph 2B(1).

"Bank Agreements" shall mean (i) the $125,000,000 364 Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 23, 1997, among the Company and the other Persons named as parties thereto, as amended or otherwise modified from time to time, (ii) the $175,000,000 5 Year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of October 23, 1997 among the Company and the other Persons named as parties thereto, as amended or otherwise modified from time to time and (iii) the Revolving Credit Agreement dated September 9, 1994, among the Company and the other Persons named as party thereto, as amended otherwise modified from time to time.

"Bankruptcy Law" shall have the meaning specified in clause (viii) of paragraph 7A.

"Brazilian Receivables Program" shall mean the sale by Subsidiaries to Brazilian banks of Dollar denominated receivables from the Company and Subsidiaries arising in the ordinary course

of business, the aggregate outstanding face amount of which shall at no time exceed $1,000,000.

"Business Day" shall mean (i) for purposes of paragraph 10A only, any day other than a Saturday, a Sunday or a day on which commercial banks are required or authorized to be closed in New York City or (a) if with respect to Notes denominated in Euros, Frankfurt and Brussels or (b) if with respect to Notes denominated in Swiss Francs, Zurich (ii) for purposes of paragraph 2B(3) only, any day which is both a New York Business Day and a day on which Prudential is open for business and (iii) for all other purposes, a New York Business Day.

"Cancellation Date" shall have the meaning specified in paragraph 2B(8)(iv).

"Cancellation Fee" shall have the meaning specified in paragraph 2B(8)(iv).

"Capitalized Lease Obligation" shall mean any rental obligation which, under generally accepted accounting principles, is or will be required to be capitalized on the books of the lessee thereunder, taken at the amount thereof accounted for as indebtedness (net of interest expenses) in accordance with such principles.

"Closing Day" shall mean, with respect to the Series A Notes and the Series B Notes, the Series A Closing Day and, with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of such Accepted Note in the Request for Purchase of such Accepted Note, provided that (i) if the Company and the Purchaser which is

obligated to purchase such Accepted Note agree on an earlier Business Day for such closing, the "Closing Day" for such Accepted Note shall be such earlier Business Day, and (ii) if the closing of the purchase and sale of such Accepted Note is rescheduled pursuant to paragraph 2B(7), the Closing Day for such Accepted Note, for all purposes of this Agreement except references to "original Closing Day" in paragraph 2B(8)(iii), shall mean the Rescheduled Closing Day with respect to such Accepted Note.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Confirmation of Acceptance" shall have the meaning specified in paragraph 2B(5).

"Consolidated Capitalization" shall mean, at any time of determination thereof, the sum of Consolidated Net Worth and Consolidated Debt.

"Consolidated Debt" shall mean, at any time of determination thereof, all Debt of the Company and Subsidiaries on a consolidated basis.

"Consolidated EBITDA" shall mean, for any period, income (or loss) from operations of the Company and Subsidiaries on a consolidated basis plus, to the extent deducted in the calculation thereof, depreciation and amortization; provided that there shall be excluded:

(i) the income (or loss) from operations of any Person for any period prior to the date it becomes a Subsidiary or is merged into or consolidated with the Company or a Subsidiary, and

(ii) the income from operations of any Person (other than a Subsidiary) in which the Company or any Subsidiary has an ownership interest, except to the extent that any such income has actually been received by the Company or any Subsidiary in the form of cash dividends or similar distributions.

"Consolidated Interest Expense" shall mean, for any period, for the Company and Subsidiaries on a consolidated basis, (i) interest expense, plus (ii) all amortization of debt discount and expense, less (iii) interest income.

"Consolidated Net Income" shall mean, for any period, the net income (or net loss) of the Company and its Subsidiaries on a consolidated basis, calculated without giving effect to:

(i) the net income (or net loss) of any Person for any period prior to the date it becomes a Subsidiary or is merged into or consolidated with the Company or a Subsidiary,

(ii) the net income of any Person (other than a Subsidiary) in which the Company or any Subsidiary has an ownership interest, except to the extent that any such income has actually been received by the Company or any Subsidiary in the form of cash dividends or similar distributions.

"Consolidated Net Worth" shall mean, at any time of determination thereof, the sum of (i) capital stock (less treasury stock), (ii) additional paid-in capital and (iii) retained earnings (or accumulated deficit) of the Company and Subsidiaries on a consolidated basis.

"Debt" shall mean with respect to any Person (without duplication):

(i) all obligations of such Person for borrowed money and mandatorily redeemable preferred stock;

(ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(iii)all obligations of such Person upon which interest charges are customarily paid;

(iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person;

(v) all obligations of such Person issued or assumed as the deferred and unpaid purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business that are not more than 90 days past due);

(vi) all obligations secured by any Lien or other charge upon property or assets owned by such Person, whether

or not such Person has assumed or become liable for the payment of such obligations,

(vii)Capitalized Lease Obligations of such Person;

(viii) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements;

(ix) all obligations of such Person as an account party in respect of letters of credit, bankers' acceptances or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money); and

(x) all Guarantees of such Person with respect to Debt of another Person.

"Delayed Delivery Fee" shall have the meaning specified in paragraph 2B(8)(iii).

"Designated Country" shall mean the United States of America and member states of the European Union.

"Dollar Delayed Delivery Fee" shall have the meaning provided in paragraph 2B(8)(iii)(a).

"Dollars" and "$" shall mean lawful currency of the United States of America.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean any corporation which is a member of the same controlled group of corporations as the Company within the meaning of section 414(b) of the Code, or any trade or business which is under common control with the Company within the meaning of section 414(c) of the Code.

"Euros" shall mean the single currency of participating member states of the European Union.

"Event of Default" shall mean any of the events specified in paragraph 7A, provided that there has been satisfied any requirement in connection with such event for the giving of notice, or the lapse of time, or the happening of any further condition, event or act, and "Default" shall mean any of such events, whether or not any such requirement has been satisfied.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Facility" shall have the meaning specified in paragraph 2B(1).

"Good Faith Contest" shall mean an active challenge or contest initiated in good faith for which adequate reserves have been established in accordance with generally accepted accounting principles.

"Guarantee" shall mean, as applied to any obligation,

(a) a guaranty (other than by endorsement of negotiable instruments for collection in the ordinary course of business), directly or indirectly, in a manner, of any part (to the extent of such part) or all of such

obligation and (b) an agreement, direct or indirect, contingent or otherwise, and whether or not constituting a guaranty, the intention or practical effect of which is to assure the payment or performance (or payment of damages or compensation in the event of nonperformance) of any part (to the extent of such part) or all of such obligation whether by (i) the purchase of securities or obligations, (ii) the purchase, sale or lease (as lessee or lessor) of property or the purchase or sale of services primarily for the purpose of enabling the obligor with respect to such obligation to make any payment or performance (or payment of damages or compensation in the event of nonperformance) of or on account of any part or all of such obligation, or to assure the owner of such obligation against loss, (iii) the supplying of funds to or in any other manner investing in the obligor or any other Person with respect to or on account of such obligation, (iv) repayment of amounts drawn down by beneficiaries of letters of credit or arising out of the import of goods or (v) the indemnifying or holding harmless, in any way, of a Person against any part (to the extent of such part) or all of such Person's obligation under a Guarantee except for hold harmless agreements with vendors with respect to product liability and warranties to customers.

"Guarantor" shall mean each Subsidiary which is party to the Subsidiary Guaranty from time to time.

"Hedge Treasury Note(s)" shall mean, with respect to any Accepted Note, the United States Treasury Note or Notes whose duration (as determined by Prudential) most closely matches the duration of such Accepted Note.

"Hostile Tender Offer" shall mean, with respect to the use of proceeds of any Note, any offer to purchase, or any purchase of, shares of capital stock of any corporation or equity interests in any other entity, or securities convertible into or representing the beneficial ownership of, or rights to acquire, any such shares or equity interests, if such shares, equity interests, securities or rights are of a class which is publicly traded on any securities exchange or in any over-the-counter market, other than purchases of such shares, equity interests, securities or rights representing less than 5% of the equity interests or beneficial ownership of such corporation or other entity for portfolio investment purposes, and such offer or purchase has not been duly approved by the board of directors of such corporation or the equivalent governing body of such other entity prior to the date on which the Company makes the Request for Purchase of such Note.

"including" shall mean, unless the context clearly requires otherwise, "including without limitation".

"InfoSoft Sale" shall mean the sale on or before July 31, 2001 of all equity interests and Debt of InfoSoft, LLC, held by the Company and all Subsidiaries for a consideration which represents the fair value thereof (as determined in good faith by the Company's Board of Directors), so long as no assets have been Transferred to InfoSoft LLC by the Company and Subsidiaries subsequent to December 31, 2000, other than (i) in the

ordinary course of business or (ii) the aggregate fair market value of which is not in excess of $2,000,000 (if other than in the ordinary course).

"Intercreditor Agreement" shall have the meaning provided in paragraph 5H.

"Issuance Period" shall have the meaning specified in paragraph 2B(2).

"Issuance Fee" shall have the meaning provided in paragraph 2B(8)(ii).

"Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or otherwise) or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement (exclusive of precautionary filings) under the Uniform Commercial Code of any jurisdiction) or any other type of preferential arrangement for the purpose, or having the effect, of protecting a creditor against loss or securing the payment or performance of an obligation.

"Material Subsidiary" shall mean any Subsidiary (i) which provided 5% or more of Consolidated Net Income during the fiscal year of the Company most recently ended at any time of determination, (ii) whose tangible assets represented 5% or more of the tangible assets of the Company and Subsidiaries on a consolidated basis as of the last day of the fiscal year of the Company most recently ended at any time of determination, or (iii) whose net worth represented 5% or more of Consolidated Net Worth as of the last day of the fiscal year of the Company most recently ended at any time of determination; provided that, if at any time the aggregate amount of net income, tangible assets or net worth of all Subsidiaries incorporated or otherwise organized in the United States that are not Material Subsidiaries exceeds 15% of Consolidated Net Income for any such fiscal year, 15% of the consolidated tangible assets of the Company and Subsidiaries as of the end of any such fiscal year or 15% of Consolidated Net Worth as of the end of any such fiscal year (as applicable), the Company shall designate as "Material Subsidiaries" Subsidiaries incorporated or otherwise organized in the United States sufficient to eliminate such excess, and such designated Subsidiaries incorporated in the United States shall for all purposes of this Agreement constitute Material Subsidiaries.

"Multiemployer Plan" shall mean any Plan which is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA.

"New York Business Day" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York are required or authorized to be closed.

"Non-Dollar Delayed Delivery Fee" shall have the meaning provided in paragraph 2B(8)(iii)(b).

"Notes" shall have the meaning specified in paragraph 1B.

"Officer's Certificate" shall mean a certificate signed in the name of the Company by an Authorized Officer of the Company.

"Overnight Interest Rate" means (a) with respect to an Accepted Note denominated in a currency other than Dollars, the actual rate of interest, if any, received by the Purchaser which intends to purchase such Accepted Note on the overnight deposit of the funds intended to be used for the purchase of such Accepted Note, it being understood that reasonable efforts will be made by or on behalf of the Purchaser to make any such deposit in an interest bearing account.

"PBGC" shall mean the Pension Benefit Guaranty Corporation.

"Percentage of Assets Transferred" shall mean, with respect to each asset Transferred pursuant to clause (ii) of paragraph 6B(3) and paragraph 6B(4), the ratio (expressed as a percentage) of (i) the greater of such asset's fair market value or book value on the date of such Transfer to (ii) the consolidated total assets of the Company and Subsidiaries on the last day of the fiscal year most recently ended as of the date of such Transfer.

"Percentage of Earnings Capacity Transferred" shall mean, with respect to each asset Transferred pursuant to clause (ii) of paragraph 6B(3) or paragraph 6B(4), the percentage of Consolidated EBITDA produced by, or attributable to, such asset during the fiscal year most recently ended prior to the date of such Transfer.

"Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

"Plan" shall mean any employee pension benefit plan (as such term is defined in section 3 of ERISA) which is or has been established or maintained, or to which contributions are or have been made, by the Company or any ERISA Affiliate.

"Priority Debt" shall mean, at any time of determination thereof, without duplication, (i) Debt of the Company secured by Liens not otherwise permitted by clauses (i) through (ix) of paragraph 6B(1), plus (ii) Debt of Subsidiaries (other than (a) Debt of any Subsidiary owed to the Company or any Wholly-Owned Subsidiary, (b) prior to September 30, 2001, Debt of a Guarantor evidenced by a Guarantee of Debt of the Company under a Bank Agreement and (c) on or subsequent to September 30, 2001, Debt of a Guarantor evidenced by a Guarantee of Debt of the Company each beneficiary of which is a party to the Intercreditor Agreement) plus (iii) the book value (at the time of sale) of all assets sold by the Company and Subsidiaries subsequent to March 1, 2001 which were the subject of a Sale and Leaseback Transaction (other than a Sale-Leaseback Transaction permitted by paragraph 6B(8)(i)).

"Prudential" shall mean The Prudential Insurance Company of America.

"Prudential Affiliate" shall mean (i) any corporation or other entity controlling, controlled by, or under common control with, Prudential and (ii) any managed account or investment fund which is managed by Prudential or a Prudential Affiliate described in clause (i) of this definition. For purposes of this definition the terms "control", "controlling" and "controlled" shall mean the ownership, directly or through subsidiaries, of a majority of a corporation's or other Person's Voting Stock or equivalent voting securities or interests.

"Purchasers" shall mean Prudential with respect to the Series A Notes and Series B Notes and, with respect to any Accepted Notes, Prudential and/or the Prudential Affiliate(s), which are purchasing such Accepted Notes.

"Quotation" shall have the meaning provided in paragraph 2B(4).

"Recognized DM Market Makers" shall mean two internationally recognized dealers of German Government treasury securities reasonably selected by Prudential.

"Recognized Swiss Franc Market Makers" shall mean two internationally recognized dealers of Swiss Government treasury securities reasonably selected by Prudential.

"Related Party" shall mean (i) any Person (other than the Company or a Subsidiary) owning 10% or more of the outstanding capital stock of the Company or any Subsidiary thereof, (ii) all Persons to whom any Person described in clause (i) is related by blood, adoption or marriage and (iii) all Affiliates of the foregoing Persons.

"Request for Purchase" shall have the meaning specified in paragraph 2B(3).

"Required Holder(s)" shall mean the holder or holders of at least 51% of the aggregate principal amount of the Notes or of a Series of Notes, as the context may require, from time to time outstanding.

"Rescheduled Closing Day" shall have the meaning specified in paragraph 2B(7).

"Responsible Officer" shall mean the chief executive officer, chief operating officer, chief financial officer or chief accounting officer of the Company, general counsel of the Company or any other officer of the Company involved principally in its financial administration or its controllership function.

"Sale and Leaseback Transaction" shall have the meaning provided in paragraph 6B(8) hereof.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Series" shall have the meaning specified in paragraph 1B.

"Series A Closing Day" shall have the meaning specified in paragraph 2A.

"Series A Note(s)" shall have the meaning specified in paragraph 1A.

"Significant Holder" shall mean (i) Prudential, so long as Prudential or any Prudential Affiliate shall hold (or be committed under this Agreement to purchase) any Note, or (ii) any other holder of at least 5% of the aggregate principal amount of the Notes of any Series from time to time outstanding.

"Structuring Fee" shall have the meaning provided in paragraph 2B(8)(i).

"Subsidiary" shall mean, with respect to any Person (herein referred to as the "Parent"), any other Person (i) which is required or permitted to be consolidated with the Parent in accordance with generally accepted accounting principles and (ii) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned by the Parent or one or more Subsidiaries of the Parent or by the Parent and one or more Subsidiaries of the Parent. Unless the context clearly requires otherwise, a reference to "Subsidiary" shall mean a Subsidiary of the Company.

"Subsidiary Guaranty" shall mean a subsidiary guaranty in the form attached hereto as Exhibit F.

"Swiss Francs" shall mean lawful currency of Switzerland.

"Transfer" shall mean, with respect to any item, the sale, exchange, conveyance, lease, transfer or other disposition of such item.

"Transferee" shall mean any direct or indirect transferee of all or any part of any Note purchased by any Purchaser under this Agreement.

"Voting Stock" shall mean, with respect to any corporation, any shares of stock of such corporation whose holders are entitled under ordinary circumstances to vote for the election of directors of such corporation (irrespective of whether at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

"Wholly-Owned Subsidiary" shall mean, at any time, any Subsidiary one hundred percent (100%) of the equity interests and voting interests (except shares required as

directors' qualifying shares) of which are owned by any one or more of the Company and the Company's other Wholly-Owned Subsidiaries at such time.

10C. Accounting Principles, Terms and Determinations10C.Accounting Principles, Terms and Determinations. All references in this Agreement to "generally accepted accounting principles" shall be deemed to refer to generally accepted accounting principles in effect in the United States at the time of application thereof. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting

matters hereunder shall be made, and all unaudited financial statements and certificates and reports as to financial matters required to be furnished hereunder shall be prepared, in accordance with generally accepted accounting principles applied on a basis consistent with the most recent audited financial statements delivered pursuant to clause (ii) of paragraph 5A or, if no such statements have been so delivered, the most recent audited financial statements referred to in clause (i) of paragraph 8B.

11. MISCELLANEOUS11. MISCELLANEOUS.

11A. Note Payments11A. Note Payments. The Company agrees that, so long as any Purchaser shall hold any Note, it will make payments of principal of, interest on, and any Yield-Maintenance Amount payable with respect to, such Note, which comply with the terms of this Agreement, by wire transfer of immediately available funds for credit (not later than 12:00 noon, New York City local time, on the date due) to (i) the account or accounts of such Purchaser specified in the Purchaser Schedule attached hereto in the case of any Series A Note or Series B Note, (ii) the account or accounts of such Purchaser specified in the Confirmation of Acceptance with respect to such Note in the case of any Shelf Note or (iii) such other account or accounts in the United States as such Purchaser may from time to time designate in writing, notwithstanding any contrary provision herein or in any Note with respect to the place of payment. Each Purchaser agrees that, before disposing of any Note, it will make a notation thereon (or on a schedule attached thereto) of all principal payments previously made thereon and of the date to which interest thereon has been paid. The Company agrees to afford the benefits of this paragraph 11A to any Transferee which shall have made the same agreement as the Purchasers have made in this paragraph 11A.

11B. Expenses11B. Expenses. The Company agrees, whether or not the transactions contemplated hereby shall be consummated, to pay, and save Prudential, each Purchaser and any Transferee harmless against liability for the payment of, all out-of-pocket expenses arising in connection with such transactions, including (i) all document production and duplication charges and the fees and expenses of any special counsel engaged by the Purchasers or any Transferee in connection with this Agreement, the Intercreditor Agreement or the Subsidiary Guaranty, the transactions contemplated hereby or thereby and any subsequent proposed modification of, or proposed consent under, this Agreement, the Intercreditor Agreement or the Subsidiary Guaranty, whether or not such proposed modification shall be effected or proposed consent granted, and (ii) the costs and expenses, including reasonable attorneys' fees, incurred by any Purchaser or any Transferee in enforcing (or determining whether or how to

enforce) any rights under this Agreement, the Intercreditor Agreement, the Subsidiary Guaranty or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, the Intercreditor Agreement or the Subsidiary Guaranty or the transactions contemplated hereby or thereby or by reason of any Purchaser's or any Transferee's having acquired any Note, including without limitation costs and expenses incurred in any bankruptcy case. The obligations of the Company under this paragraph 11B shall survive the transfer of any Note or portion

thereof or interest therein by any Purchaser or any Transferee and the payment of any Note.

11C. Consent to Amendments11C. Consent to Amendments. This Agreement may be amended, and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Company shall obtain the written consent to such amendment, action or omission to act, of the Required Holder(s) of the Notes of each Series except that, (i) with the written consent of the holders of all Notes of a particular Series, and if an Event of Default shall have occurred and be continuing, of the holders of all Notes of all Series, at the time outstanding (and not without such written consents), the Notes of such Series may be amended or the provisions thereof waived to change the maturity thereof, to change or affect the principal thereof, or to change or affect the rate or time of payment of interest on or any Yield-Maintenance Amount payable with respect to the Notes of such Series, (ii) without the written consent of the holder or holders of all Notes at the time outstanding, no amendment to or waiver of the provisions of this Agreement shall change or affect the provisions of paragraph 7A or this paragraph 11C insofar as such provisions relate to proportions of the principal amount of the Notes of any Series, or the rights of any individual holder of Notes, required with respect to any declaration of Notes to be due and payable or with respect to any consent, amendment, waiver or declaration, (iii) with the written consent of Prudential (and not without the written consent of Prudential) the provisions of paragraph 2B may be amended or waived (except insofar as any such amendment or waiver would affect any rights or obligations with respect to the purchase and sale of Notes which shall have become Accepted Notes prior to such amendment or waiver), and (iv) with the written consent of all of the Purchasers which shall have become obligated to purchase Accepted Notes of any Series (and not without the written consent of all such Purchasers), any of the provisions of paragraphs 2B and 3 may be amended or waived insofar as such amendment or waiver would affect only rights or obligations with respect to the purchase and sale of the Accepted Notes of such Series or the terms and provisions of such Accepted Notes. Each holder of any Note at the time or thereafter outstanding shall be bound by any consent authorized by this paragraph 11C, whether or not such Note shall have been marked to indicate such consent, but any Notes issued thereafter may bear a notation referring to any such consent. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein and in the Notes, the term "this Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

11D. Form, Registration, Transfer and Exchange of Notes; Lost Notes

11D. Form, Registration, Transfer and Exchange of Notes; Lost Notes. The Notes are issuable as registered notes without coupons in denominations of at least $1,000,000, except as may be necessary to reflect any principal amount not evenly divisible by $1,000,000. The Company shall keep at its principal office a register in which the Company shall provide for the registration of Notes and of transfers of Notes. Upon surrender for registration of transfer of any Note at the principal office of the Company, the Company shall, at its expense, execute and

deliver one or more new Notes of like tenor and of a like aggregate principal amount, registered in the name of such transferee or transferees. At the option of the holder of any Note, such Note may be exchanged for other Notes of like tenor and of any authorized denominations, of a like aggregate principal amount, upon surrender of the Note to be exchanged at the principal office of the Company. Whenever any Notes are so surrendered for exchange, the Company shall, at its expense, execute and deliver the Notes which the holder making the exchange is entitled to receive. Each prepayment of principal payable on each prepayment date upon each new Note issued upon any such transfer or exchange shall be in the same proportion to the unpaid principal amount of such new Note as the prepayment of principal payable on such date on the Note surrendered for registration of transfer or exchange bore to the unpaid principal amount of such Note. No reference need be made in any such new Note to any prepayment or prepayments of principal previously due and paid upon the Note surrendered for registration of transfer or exchange. Every Note surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer duly executed, by the holder of such Note or such holder's attorney duly authorized in writing. Any Note or Notes issued in exchange for any Note or upon transfer thereof shall carry the rights to unpaid interest and interest to accrue which were carried by the Note so exchanged or transferred, so that neither gain nor loss of interest shall result from any such transfer or exchange. Upon receipt of written notice from the holder of any Note of the loss, theft, destruction or mutilation of such Note and, in the case of any such loss, theft or destruction, upon receipt of such holder's unsecured indemnity agreement, or in the case of any such mutilation upon surrender and cancellation of such Note, the Company will make and deliver a new Note, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Note.

11E. Persons Deemed Owners; Participations11E.Persons Deemed Owners; Participations. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name any Note is registered as the owner and holder of such Note for the purpose of receiving payment of principal of and interest on, and any Yield-Maintenance Amount payable with respect to, such Note and for all other purposes whatsoever, whether or not such Note shall be overdue, and the Company shall not be affected by notice to the contrary. Subject to the preceding sentence, the holder of any Note may from time to time grant participations in all or any part of such Note to any Person on such terms and conditions as may be determined by such holder in its sole and absolute discretion.

11F. Survival of Representations and Warranties; Entire Agreement11F. Survival of Representations and Warranties; Entire Agreement. All representations and warranties contained herein or made in writing by or on behalf of the Company in connection herewith shall survive the execution and delivery of this Agreement and the Notes, the transfer by any Purchaser of any Note or portion thereof or interest therein

and the payment of any Note, and may be relied upon by any Transferee, regardless of any investigation made at any time by or on behalf of any Purchaser or any Transferee. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior

agreements and understandings relating to such subject matter.

11G. Successors and Assigns11G. Successors and Assigns. All covenants and other agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including, without limitation, any Transferee) whether so expressed or not.

11H. Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is prohibited by any one of such covenants, the fact that it would be permitted by an exception to, or otherwise be in compliance within the limitations of, another covenant shall not avoid the occurrence of a Default or Event of Default if such action is taken or such condition exists.

11I. Notices11I. Notices. All written communications provided for hereunder (other than communications provided for under paragraph 2) shall be sent by first class mail or nationwide overnight delivery service (with charges prepaid) and (i) if to any Purchaser, addressed as specified for such communications in the Purchaser Schedule attached hereto (in the case of the Series A Notes and the Series B Notes) or the Purchaser Schedule attached to the applicable Confirmation of Acceptance (in the case of any Shelf Notes) or at such other address as any such Purchaser shall have specified to the Company in writing, (ii) if to any other holder of any Note, addressed to it at such address as it shall have specified in writing to the Company or, if any such holder shall not have so specified an address, then addressed to such holder in care of the last holder of such Note which shall have so specified an address to the Company and (iii) if to the Company, addressed to it at 570 West College Avenue, York, PA 17405-0872, attention: Treasurer (with a copy to the same address to the attention of the Company's secretary), provided, however, that any such communication to the Company may also, at the option of the Person sending such communication, be delivered by any other means either to the Company at its address specified above or to any Authorized Officer of the Company. Any communication pursuant to paragraph 2 shall be made by the method specified for such communication in paragraph 2, and shall be effective to create any rights or obligations under this Agreement only if, in the case of a telephone communication, an Authorized Officer of the party conveying the information and of the party receiving the information are parties to the telephone call, and in the case of a telecopier communication, the communication is signed by an Authorized Officer of the party conveying the information, addressed to the attention of an Authorized Officer of the party receiving the information, and in fact received at the telecopier terminal the number of which is listed for the party receiving the communication in the Information Schedule or at such other telecopier terminal as the party receiving the information shall have specified in writing to the party sending such information.

11J. Payments Due on Non-Business Days11J. Payments Due on Non-Business Days. Anything in this Agreement or the Notes to the contrary notwithstanding, any payment of principal of or interest on, or Yield-Maintenance Amount payable with respect to, any Note that is due on a date other than a New York Business Day shall be made on the next succeeding New York Business Day. If the date for any payment is extended to the next succeeding New York Business Day by reason of the preceding

sentence, the period of such extension shall not be included in the computation of the interest payable on such New York Business Day.

11K. Severability11K. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11L. Descriptive Headings11L. Descriptive Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

11M. Satisfaction Requirement11M. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to any Purchaser, to any holder of Notes or to the Required Holder(s), the determination of such satisfaction shall be made by such Purchaser, such holder or the Required Holder(s), as the case may be, in the sole and exclusive judgment (exercised in good faith) of the Person or Persons making such determination.

11N. Governing Law11N. Governing Law. IN ACCORDANCE WITH THE PROVISIONS OF ss.5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK.

11O. Payment Currency. All payments on account of the Series A Notes, Series B Notes and any Shelf Notes denominated in Swiss Francs (including principal, interest and Yield-Maintenance Amounts) shall be made in Swiss Francs. All payments on account of any Shelf Notes denominated in any other Available Currency (including principal, interest and Yield-Maintenance Amounts) shall be made in such Available Currency.

11P. Judgment Currency. Any payment on account of an amount that is payable hereunder or under the Notes in a specified currency (the "Specified Currency") which, notwithstanding the requirement of paragraph 11O, is made to or for the account of any holder of a Note in lawful currency of any other jurisdiction (the "Other Currency"), whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of the Company, shall constitute a discharge of the Company's

obligation under this Agreement and such Notes only to the extent of the amount of the Specified Currency which such holder could purchase in New York foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing at 10:00 A.M. on the first New York Business Day following receipt of the payment first referred to above. If the amount of the Specified Currency that could be so purchased is less than the amount of Specified Currency originally due to such holder, the Company shall indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity

shall constitute an obligation separate and independent from the other obligations contained in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any holder of a Note from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order.

11Q. Payments Free and Clear of Taxes. The Company will pay all amounts of principal of, Yield Maintenance Amount, if any, and interest on the Notes, and all other amounts payable hereunder or under the Notes, without set-off or counterclaim and free and clear of, and without deduction or withholding for or on account of, all present and future income, stamp, documentary and other taxes and duties, and all other levies, imposts, charges, fees, deductions and withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority (except net income taxes and franchise taxes in lieu of net income taxes imposed on any holder of any Note by its jurisdiction of incorporation or the jurisdiction in which its applicable lending office is located) (all such non-excluded taxes, duties, levies, imposts, duties, charges, fees, deductions and withholdings being hereinafter called "Taxes"). If any Taxes are required to be withheld from any amounts payable to a holder of any Notes, the amounts so payable to such holder shall be increased to the extent necessary to yield such holder (after payment of all Taxes) interest on any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement and the Notes. Whenever any Taxes are payable by the Company, as promptly as possible thereafter, the Company shall send to each holder of the Notes, a certified copy of an original official receipt received by the Company showing payment thereof. If the Company fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to each holder of the Notes the required receipts or other required documentary evidence, the Company shall indemnify each holder of the Notes for any Taxes (including interest or penalties) that may become payable by such holder as a result of any such failure. The obligations of the Company under this paragraph 11Q shall survive the payment and performance of the Notes and the termination of this Agreement.

11R. Severalty of Obligations. The sales of Notes to the Purchasers are to be several sales, and the obligations of Prudential and the Purchasers under this Agreement are several obligations. No failure by Prudential or any Purchaser to perform its obligations under this Agreement shall relieve any other Purchaser or the Company of any of its obligations hereunder, and neither Prudential nor any Purchaser shall be responsible for the obligations of,

or any action taken or omitted by, any other such Person hereunder.

11S. Counterparts11P. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

11T. Binding AgreementQ. Binding Agreement. When this Agreement is executed and delivered by the Company and Prudential, it shall become a binding agreement between the Company and Prudential. This Agreement shall also inure to the

benefit of each Purchaser which shall have executed and delivered a Confirmation of Acceptance, and each such Purchaser shall be bound by this Agreement to the extent provided in such Confirmation of Acceptance.

[Balance of Page Intentionally Left Blank]

R. Maximum Interest Payable

Very truly yours,

Dentsply International Inc.

By:

Name:
Title:

By:

Name:
Title:

The foregoing Agreement is
hereby accepted as of the
date first above written.

The Prudential Insurance Company
of America

By:
Name:
Title: Vice President

[Signature Page For Note Purchase Agreement]

EKHIBIT 10.6(a)

TRUST AGREEMENT

BETWEEN

T. ROWE PRICE TRUST COMPANY AND

DENTSPLY INTERNATIONAL INC.

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TRUST AGREEMENT
BETWEEN
T. ROWE PRICE TRUST COMPANY AND
DENTSPLY INTERNATIONAL INC.

This TRUST AGREEMENT ("Agreement") is made by and between DENTSPLY INTERNATIONAL INC., a corporation ("Employer"), and T. ROWE PRICE TRUST COMPANY, a Maryland limited purpose trust company ("Trustee").

WITNESSETH

WHEREAS, the Employer sponsors and maintains the DENTSPLY EMPLOYEE STOCK OWNERSHIP PLAN ("Plan"), a defined contribution plan for the benefit of all eligible employees who participate under the terms of the Plan, including their beneficiaries and alternate payees (individually, "Participant" and, collectively, "Participants"); and

WHEREAS, the Employer intends that the Plan qualify as a leveraged employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Plan meet the requirements of Section 4975(d)(3) of the Code; and

WHEREAS, the Employer intends that the Plan and related trust shall qualify under Sections 401(a) and 501(a) of the Code; and

WHEREAS, the Employer desires to establish a trust to serve as the funding vehicle for the Plan as provided under the terms of the Plan;

NOW, THEREFORE, the Employer and the Trustee agree as follows:

ARTICLE I. THE TRUST FUND

1.1 Establishment of Trust Fund. The Employer hereby establishes with the Trustee a trust fund consisting of such sums of U. S. currency and such other property acceptable to the Trustee as shall from time to time be

paid to the Trustee pursuant to this Agreement. All such money and property, together with all investments and reinvestments made therewith and proceeds thereof, less any payments or distributions made by the Trustee pursuant to the terms of this Agreement, are referred to as the "Trust Fund". The Trustee hereby accepts the Trust Fund and agrees to hold it in accordance with the express provisions of this instrument and the requirements of law.

1.2 Effective Date. This Agreement shall be effective as of November 1, 2000.

1.3 Named Fiduciary. The Employer and a Committee of the Employer are the named fiduciaries of the Plan ("Named Fiduciary") within the meaning of Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Named Fiduciary shall have the power and duties with respect to the management and control of the

Trust Fund as set forth in the Plan and in this Agreement. The term "Named Fiduciary," as used throughout this Agreement, is deemed to refer to the Named Fiduciary of the Plan, as set forth in this Section 1.3 and its duly authorized representatives. The Trustee shall not be a Named Fiduciary of the Plan.

1.4 Nature of Trustee's Duties. In performing its duties hereunder, the Trustee shall serve solely in the capacity of a directed trustee within the meaning of Section 403(a)(1) of ERISA. The Trustee shall not be deemed to be the "administrator" as defined in ERISA Section 3(16)(A), the "plan sponsor" as defined in ERISA Section 3(16)(B), or a trustee with discretion to perform more than the express ministerial duties pursuant to the terms of this Agreement.

1.5 Limitation of Trustee's Duties. The Trustee shall have no duty to: (a) determine or enforce payment of any contribution due under the Plan; (b) inquire whether any contribution made to the Trust Fund is in accordance with the terms of the Plan or law; (c) determine the adequacy of the funding policy adopted by the Employer or the Named Fiduciary; (d) inquire as to the propriety of any investment or distribution made under the Plan; or (e) ensure the tax qualified status of the Plan under the Code.

ARTICLE II. INVESTMENT OF THE TRUST FUND

2.1 Investment of the Trust Fund - In General. The Named Fiduciary shall be solely responsible for directing the Trustee as to the investment and deposition of the Trust Fund and shall have responsibility for the overall diversification of the Trust Fund. The Trustee shall invest and reinvest the Trust Fund only as directed and the Trustee is specifically prohibited from having or exercising any discretion with respect to the investment of the Trust Fund.

2.2 Investment Powers of the Trustee. Subject to the limitations of Section 2.1, the Trustee shall invest and reinvest the Trust Fund as directed, free from any limitations imposed by state law on investments of trust

funds and without distinction between income and principal, in any investment approved by the Named Fiduciary, including equity or debt securities, insurance policies and contracts, savings and time deposits, investment contracts issued by a bank, insurance company or other financial or similar institution, short-term instruments of deposit, registered investment companies (including any investment company, the advisor of which is an affiliate of the Trustee), investment partnerships or other pooled investments funds, common, collective or group trust funds (including any such fund held or maintained by the Trustee or an affiliate of the Trustee) for commingling assets of participating trusts, including but not limited to assets of retirement plans which are qualified under Section 401(a) of the Code (the instrument of trust creating any such qualified common, collective or group trust fund, to the extent of the Trust Fund's equitable share thereof, being adopted hereby). Notwithstanding the above, the assets of the Plan shall be invested primarily in shares of the common stock of the Employer ("Stock"), which shall be qualifying employer securities ("Qualifying Employer Securities"), as such term is defined in Section 4975(e)(8) of the Code. The Trustee shall have the power to hold all or a portion of the Trust Fund uninvested pending receipt of clear and proper investment directions or pending receipt of a contribution amount which is necessary to carry out an investment direction.

2.3 Investment Funds. At the direction of the Named Fiduciary, the Trustee shall establish one or more separate investment funds within the Trust Fund, each separate fund being referred to as an "Investment Fund." Investment Funds shall be established by direct investment or through the medium of a bank, trust fund, insurance contract or regulated investment company, as the Named Fiduciary shall direct. Each Investment Fund shall be held and administered as part of the Trust Fund, but shall be separately invested and accounted for. To the extent authorized by the Plan and conditioned on the Trustee's acceptance of such property pursuant to Section 1.1 hereof, the Named Fiduciary may direct the Trustee to establish one or more Investment Funds all or a portion of the assets of which shall be invested in Qualifying Employer Securities. Any such direction shall be deemed to include a certification by the Named Fiduciary that the acquisition and holding of such Qualifying Employer Securities does not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. The Employer shall be solely responsible for complying with any securities laws that may apply to Qualifying Employer Securities held in the Trust Fund.

2.4 Participant Instructions. The Named Fiduciary's investment direction to the Trustee may represent the aggregate of investment instructions of Participants with respect to the assets in each Participant's Plan account. All references in this Agreement to directions or instructions provided by the Named Fiduciary shall be deemed to include Participant instructions that are provided to the Named Fiduciary or its agent and delivered by the Named Fiduciary or its agent to the Trustee. The Named Fiduciary shall have the duty to select and monitor

all Investment Funds or other investment media made available to Participants under the Plan. The Named Fiduciary or its agent shall ensure that all Participants who are entitled to direct the investment of assets in their Plan accounts previously received or receive a copy of all material describing such Investment Funds that is required by law. If a Participant fails to direct the investment of assets in the Participant's Plan accounts as permitted by the Plan, the Named Fiduciary shall direct the Trustee as to the investment of such assets.

2.5 Appointment of Investment Manager. The Named Fiduciary may appoint one or more investment managers, as defined in Section 3(38) of ERISA ("Investment Manager") to manage, acquire and dispose of all or a portion of the Trust Fund or an Investment Fund. The Named Fiduciary shall provide the Trustee with written notice of the appointment of each Investment Manager and of the termination of such appointment and direct the segregation of that portion of the Trust Fund to be managed by the Investment Manager. The Named Fiduciary also shall provide the Trustee with a copy of the investment management agreement and an acknowledgement by the Investment Manager that it is a fiduciary with respect to the Plan within the meaning of Section 3(21)(A) of ERISA. The Trustee shall be entitled to rely on such documents until otherwise notified in writing by the Named Fiduciary. The Trustee shall invest and reinvest such portion of the Trust Fund under the management of the Investment Manager as directed by the Investment Manager. The Trustee shall be entitled to conclusively rely upon the valuation of any securities or other property held in any portion of the Trust Fund that is provided to it by such Investment Manager for all purposes under this Agreement.

2.6 Plan Loans. At the direction of the Named Fiduciary, the Trustee shall invest assets of the Trust Fund in loans to Participants. Any such direction shall be deemed to include a certification by the Named Fiduciary that such loan is in accordance with provisions of the Plan and ERISA

and does not constitute a "prohibited transaction" under ERISA. The Trustee shall accept as collateral for each Participant loan only the appropriate amount of the Participant's Plan account designated by the Plan document or established policies. The Trustee shall invest all loan repayments in accordance with the directions of the Named Fiduciary and shall make distributions of defaulted loans as directed by the Named Fiduciary.

2.7 Investment and Insurance Contracts. In the event that insurance policies or contracts or investment contracts issued by a bank, insurance company or other financial or similar institution (including structured or synthetic investment contracts) are held in the Trust Fund at the direction of the Named Fiduciary or an Investment Manager ("Contracts"), the Trustee shall not be liable for the refusal or inability of any insurance company, bank or other financial institution to issue, change, pay proceeds or make payments due under any Contract; for the form, terms, genuineness, validity or sufficiency of any

Contract; or for any delay in payment or proceeds due under any Contract. The Trustee shall not be responsible for the valuation of any Contract and the Trustee shall be entitled to conclusively rely upon such valuation provided by the issuer of the Contract for all purposes under this Agreement. The Trustee shall not be responsible for evaluating or monitoring the financial condition or status of any financial institution or insurance company issuing any such Contract which the Named Fiduciary or an Investment Manager directs the Trustee to hold or to purchase with the Trust Fund.

2.8 Trustee's Duty and Responsibility with Respect to the Trust Fund. The Trustee shall have no duty to question any action or direction of the Employer, the Named Fiduciary, an Investment Manager or a Participant (pursuant to the provisions of Section 5.3) or the failure of the Employer, the Named Fiduciary, an Investment Manager or a Participant to give directions, or to review the securities or other investments which are held pursuant to directions of the Employer, the Named Fiduciary, an Investment Manager or a Participant as to the investment, reinvestment, retention or disposition of any such assets. The Trustee shall not have any responsibility for diversification of such assets, for any loss to or depreciation of such assets resulting from the purchase, retention or sale of assets in accordance with the direction of the Employer, the Named Fiduciary, an Investment Manager or a Participant. The Trustee shall not be responsible for any investment action taken or omitted by the Trustee in accordance with any direction of the Employer, the Named Fiduciary, an Investment Manager or Participant; any investment inaction in the absence of an investment direction from the Employer, the Named Fiduciary, an Investment Manager or Participant; or any investment action taken by the Trustee pursuant to an order to purchase or sell securities placed by the Employer, the Named Fiduciary, an Investment Manager or Participant directly with a broker, dealer or issuer.

2.9 Leveraged Acquisitions of Stock. It is specifically contemplated that the Trust Fund will operate pursuant to a leveraged employee stock ownership plan and that the Trustee will, solely at the direction of the Named Fiduciary, incur indebtedness for the purpose of acquiring Stock. Following the original leveraged acquisition of Stock, the Named Fiduciary may from time to time direct the Trustee to incur such indebtedness (including indebtedness to the Employer) on behalf of the Trust Fund (an "ESOP Loan") on such terms and conditions as the Named Fiduciary shall determine. Any such ESOP Loan shall meet all of the requirements necessary to constitute an "exempt loan" within the meaning of Treasury Regulation Section 54.4975-7(b)(1)(iii) and shall be used primarily for the benefit of the Participants. The proceeds of any

such ESOP Loan shall be used, within a reasonable time after the ESOP Loan is obtained, only to purchase Stock or to repay such ESOP Loan or a prior ESOP Loan. Any such ESOP Loan shall provide for no more than a reasonable rate of interest and must be without recourse against the Plan and Trust Fund. The number of years to maturity under the ESOP Loan must be definitely ascertainable at all times.

The ESOP Loan may not be payable at the demand of any person, except in the case of a default. The only assets of the Trust Fund that may be given as collateral for an ESOP Loan are shares of Stock acquired with the proceeds of the ESOP Loan and shares of Stock that were used as collateral on prior ESOP Loans repaid with the proceeds of the current ESOP Loan. In the event that Stock is used as collateral for an ESOP Loan, such Stock shall be released from such encumbrance at an annual rate which is geared to the total repayment (principal plus interest) of the ESOP Loan or the rate of principal repayment of the ESOP Loan, provided that in either case all applicable requirements of the applicable regulations shall be satisfied. No person entitled to payment under an ESOP Loan shall be entitled to payment from the Trust Fund other than from shares of Stock acquired with the proceeds of the ESOP Loan that are collateral for the ESOP Loan, Employer contributions made under the Plan for the purpose of satisfying the ESOP Loan obligation, earnings attributable to such Stock and such Employer contributions, and such other assets, if any, as to which recourse may be permitted under Section 4975 of the Code. Payments of principal and interest on any such ESOP Loans shall be made by the Trustee, as directed by the Named Fiduciary, only from (1) Employer contributions made under the Plan for the purpose of satisfying such ESOP Loan obligation, earnings on such contributions and earnings on shares of Stock acquired with the proceeds of such ESOP Loan, (2) the proceeds of a subsequent ESOP Loan made to repay the prior ESOP Loan, and/ or (3) the proceeds of the sale of any collateralized shares of Stock acquired with the proceeds of such ESOP Loan. In the event of a default under an ESOP Loan, the value of Trust Fund assets transferred to the lender shall not exceed the amount of the default, provided further that if the lender is a "party in interest" within the meaning of ERISA Section 3(14) or a "disqualified person" within the meaning of Section 4975(e)(2) of the Code, a transfer of Trust Fund assets upon default shall be made only if, and to the extent of, the Trust Fund's failure to meet the ESOP Loan's payment schedule.

2.10 Knowledge of the Trustee. When the Trustee is subject to the direction of the Employer, the Named Fiduciary, or an Investment Manager in performing its duties under this Agreement, the Trustee's responsibilities will be limited to certain ministerial duties with respect to the portion of the Trust Fund subject to such direction, which duties do not involve the exercise of any discretionary authority to manage or control Trust Fund assets and which duties will be performed in the normal course of business by employees of the Trustee, its affiliates or agents who are unfamiliar with investment management ("Ministerial Duties"). Except as required by Section 403(a)(1) of ERISA, the Trustee is not undertaking any duty or obligation, express or implied, to review, and will not be deemed to have reviewed, any transaction involving the investment of the Trust Fund which it is directed to perform by the Employer, the Named Fiduciary or an Investment Manager except to the extent necessary to perform these Ministerial Duties in accordance with such direction.

ARTICLE III. OTHER MINISTERIAL DUTIES OF THE TRUSTEE

3.1 Other Ministerial Duties of the Trustee. The Trustee is authorized and empowered with respect to the Trust Fund to perform the following Ministerial Duties necessary to effectuate the instructions and directions of the Named Fiduciary, the Plan Administrator, an Investment Manager or a Participant:

a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

b) To register any investment held by it in the name of the Trustee or in the name of any custodian or its nominee, with or without words indicating that such securities are held in a fiduciary capacity, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund.

c) To hold or to appoint an agent or custodian to hold any property hereunder in bearer form or in its own name or the name of its nominee and to deposit or arrange for the deposit of any securities or other property in a securities depository or clearing agency; provided, however, that the Trustee may not serve as custodian or appoint or terminate a custodian for any plan assets, as defined in ERISA and the regulations thereunder, which are managed by an affiliate of the Trustee. Any agent or custodian so appointed shall be paid fees as mutually agreed upon by the Employer and the agent or custodian and paid in the same manner as other expenses of the Trust Fund. The Trustee shall not hold any property or securities hereunder in the same account as any individual property of the Trustee.

d) To retain custody of original executed documents evidencing loans to Participants made after the effective date of this Agreement and, to the extent provided to the Trustee by the Employer, original executed documents evidencing outstanding loans to Participants made prior to the effective date of this Agreement.

e) To employ suitable agents, counsel, financial consultants, valuation experts or other professionals (who may also be agents, counsel, consultants or experts for the Employer or the Named Fiduciary) and to pay their reasonable expenses and compensation out of the Trust Fund.

f) To trade all securities held in the Trust Fund as soon as possible after an order is received and processed by the Trustee or its agent in accordance with directions of the Employer, the Named Fiduciary or an Investment Manager, taking into account any trade delays which may occur due to stock market constraints or the liquidity of the security.

g) Solely at the written direction of the Named Fiduciary, to borrow or raise monies for the purpose of the Trust Fund from any source and, for any sum borrowed, to issue its promissory note as Trustee and to secure the repayment thereof by pledging all or any part of the Trust Fund, but nothing contained herein shall obligate the Trustee to render itself liable individually for the amount of any such borrowing; and no person loaning money to the Trustee

shall be bound to see the application of money loaned or to inquire into the validity or propriety of any such borrowing.

Each and all of the foregoing powers may be exercised without a court order or approval.

3.2 Valuation of Trust Fund. The Trustee, as of the valuation date set forth in the Plan and at such other time or times as is necessary or as the Trustee and the Named Fiduciary agree, shall determine the net worth of the assets of the Trust Fund. The valuation shall be based upon valuations provided by Investment Managers, trustees of common trust funds, sponsors of registered investment companies, records of securities exchanges or valuation services, market data providers or qualified appraisers. Notwithstanding the foregoing, the Trustee shall not be responsible for providing the value of any Contracts, as described in Section 2.7, or for any asset which is not liquid or not publicly traded, the value of which shall be provided by the Named Fiduciary. The Trustee may obtain the opinions of qualified appraisers, as necessary in the discretion of the Trustee, to determine the fair market value of Qualifying Employer Securities, the fees of which appraiser shall, unless paid by the Employer, be paid from the Trust Fund.

3.3 Trust Records. The Trustee shall keep accurate and detailed records of all receipts, investments, disbursements and other transactions required to be performed hereunder with respect to the Trust Fund. The Trustee agrees to treat as confidential all records and other information relative to the Trust Fund. The Trustee shall not disclose such records and other information to third parties except to the extent required by law or as requested in writing by the Employer. The Trustee agrees to permit the Employer to inspect the records of the Trust Fund maintained by the Trustee during regular business hours and to permit the Employer to audit the same upon the giving of reasonable notice to the Trustee. The Trustee further agrees that it will provide the Employer with information and records that the Employer may reasonably require in order to perform audits of such records.

3.4 Confidentiality/ Security of Records. Trustee and Employer agree to treat as confidential and use only in connection with this Agreement all Plan data, records, computer programs and software, reports and other documents, which are furnished to the other under this Agreement. Trustee and Employer will protect the security of such records and will not disclose such records or other information to third parties except as required by law or when requested to do so by the other; provided, however, that the Trustee may disclose such records or information to its agents in the course of performing its duties under this Agreement.

3.5 Accounting. Within 90 days after the close of the Plan's fiscal year or such other period as the Employer and the Trustee may agree, and within 90 days after the resignation or removal of the Trustee, as provided herein, the Trustee shall file with the Employer a written account setting forth all investments, receipts, disbursement and

other transactions effected by it during such fiscal year or during the period from the close of the last fiscal year to the date of such resignation or removal. Unless the Employer files written objections to such account with the Trustee within 180 days after the filing of such account with the Employer, the accounting shall be deemed to be approved and the Trustee shall, to the maximum extent permitted by applicable law, be released and forever discharged from all liability for further accountability to the Employer for the accuracy of such accounting and for the propriety of all acts and the

transactions of the Trustee reflected in such account. If written objections are specified and the matters in controversy cannot be settled between the Employer and the Trustee, the Trustee may apply for a judicial settlement of the account, the costs of such settlement being allowed as an expense of the Trust Fund. The only necessary party thereto in addition to the Trustee shall be the Employer.

3.6 Distributions and Other Payments. The Trustee shall make payment to such persons, including the Employer, the Trustee, the Named Fiduciary, the Plan recordkeeper and Participants, as the Named Fiduciary may direct from time to time. The Named Fiduciary shall be responsible for insuring that any distribution or other payment from the Trust Fund conforms to the provisions of the Plan and ERISA. Excluding those fees and expenses set forth in this Agreement and the Plan's recordkeeping agreement, which may be paid from the Trust Fund if not paid directly by the Employer, the Named Fiduciary's direction to pay fees or expenses relating to the administration of the Plan or Trust Fund shall be in the form of a certificate substantially in the form as set forth in Exhibit "A". Notwithstanding any other provisions of this Agreement, the Trustee may condition any distribution or other payment of Trust Fund assets upon receipt of satisfactory assurances that the approval of appropriate governmental agencies or other authorities has been secured and that all notice and other procedures required by applicable law have been satisfied. The Trustee shall be entitled to rely conclusively upon the Named Fiduciary's directions and shall not be liable for any distribution or other payment made in reliance upon the Named Fiduciary's directions.

3.7 Limitation of Duties. The Trustee is a party to this Agreement solely for the purposes set forth herein and neither the Trustee nor any of its officers, directors, employees or agents shall have any duties or obligations with respect to the Trust Fund, except as expressly set forth herein. To the extent not prohibited by ERISA, the Trustee shall not be responsible in any way for any action or omission of the Employer or the Named Fiduciary with respect to the performance of the Employer's or Named Fiduciary's duties and obligations set forth in this Agreement and in the Plan. The Trustee may rely upon such information, direction, action or inaction of the Employer or the Named Fiduciary as being proper under the Plan or the Agreement and is not required to inquire into the propriety of any such information, direction, action or inaction.

ARTICLE IV. DUTIES OF THE EMPLOYER

4.1 Duties of the Employer. In addition to any duties of the Employer otherwise prescribed in this Agreement, the Employer, individually or through the Named Fiduciary, shall be responsible for performing the following functions with respect to the Trust Fund:

a) Transmitting all Trust Fund contributions made by or on behalf of each Participant to the Trustee at such times and in such manner as is mutually agreed between the Employer and the Trustee;

b) Providing the Trustee with such information and data relevant to the Plan as is necessary for the Trustee to properly perform its duties hereunder;

c) Providing to the Trustee, on a timely basis, a copy of the Plan document including all amendments and restatements, and a copy of the Plan's determination letter from the Internal Revenue Service;

d) Determining that the contributions made by or on the behalf of each Participant are in accordance with any applicable federal and state law and regulations;

e) Assuring that the Plan maintains qualified status under Section 401(a) of the Code at all times while any Plan assets are held in the Trust Fund;

f) Providing the Trustee with the value of any Contracts;

g) Determining the suitability of and selecting every investment offered as an option under the Plan, including but not limited to Qualifying Employer Securities;

h) Determining that loans to Participants are made and administered in accordance with the Plan, ERISA and the Code;

i) Determining that all payments, including distributions to Participants, are reasonable, proper and in accordance with the Plan, ERISA and the Code;

j) Determining whether any domestic relations order is "qualified" in accordance with Code Section 414(p) and directing the Trustee as to how to effect any such order; and

k) Meeting any U.S. securities laws that may apply with respect to offering Qualifying Employer Securities as an investment option under the Plan. This includes, but is not limited to, registering such stock with the Securities and Exchange Commission ("SEC") and other government agencies, filing reports with the SEC and other government agencies, and preparing prospectuses, proxy solicitations and other similar materials.

ARTICLE V. VOTING, TENDER AND SIMILAR RIGHTS

5.1 General Provisions. Except to the extent otherwise

provided in Section 5.3(a) and 5.3(c) of this Agreement, the Named Fiduciary (or the Investment Manager with respect to assets under its management) shall direct the Trustee as to the manner in which it shall; (i) vote in person or by proxy, general or special, any securities held in the Trust Fund; (ii) exercise conversion privileges, subscription rights and other options; and (iii) participate in or dissent from reorganizations, tender offers or other changes in property rights.

5.2 Receipt of Notices. Upon receipt, the Trustee shall transmit to the Named Fiduciary (or to the Investment Manager with the respect to assets under its management) all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any investment in the Trust Fund, which notices are received by the Trustee from its agents or custodian, from issuers of securities and from the party (or its agents) extending such rights. The Trustee shall have no obligation to determine the

existence of any conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other right or power relating to any investments in the Trust Fund.

5.3 Qualifying Employer Securities.

a) General. The Trustee shall exercise all voting or tender offer rights with respect to any Qualifying Employer Securities in the Trust Fund which are allocated to the Plan accounts of Participants in accordance with instructions from Participants. Each Participant shall be a named fiduciary within the meaning of Section 403(a)(1) of ERISA for the purpose of directing the voting and tendering of Qualifying Employer Securities allocated to his Plan account. Each Participant may direct the Trustee, confidentially, how to vote or whether or not to tender the Qualifying Employer Securities representing shares allocated to his Plan account. Upon timely receipt of direction, the Trustee shall vote or tender all such shares of Qualifying Employer Securities as directed by the Participants. In the case of a tender offer or other right or options with respect to Qualifying Employer Securities, a Participant who does not issue valid directions to the Trustee to sell, offer to sell, exchange or otherwise dispose of such Qualifying Employer Securities shall be deemed to have directed the Trustee that such shares allocated to his Plan account remain invested in Qualifying Employer Securities. The Trustee is authorized to retain independent counsel and/or valuation experts to assist it in performing any of its duties or obligations in the event of a tender offer or other right or options with respect to Qualifying Employer Securities, the fees of which independent counsel or valuation expert shall, unless paid by the Employer, be paid from the Trust Fund. The Employer shall provide the Trustee with all information and assistance that the Trustee may reasonably request in order for the Trustee to perform its duties hereunder.

b) Voting Shares For Which No Participant Direction

is Received. For all shareholder meetings other than those for which the Named Fiduciary directs the Trustee not to vote in accordance with Section 5.3(c) hereof, the Named Fiduciary directs the Trustee to vote shares of Qualifying Employer Securities allocated to Participants' Plan accounts for which no Participant direction is received as directed by the Named Fiduciary. Other than as provided for in Section 5.3(a) with respect to tender offers, the Named Fiduciary will not instruct the Trustee that the shares remain unvoted.

c) Direction Not to Vote. If the Employer opts to comply with ERISA Section 404(c) and the regulations issued thereunder, the Named Fiduciary may direct the Trustee not to vote shares of Qualifying Employer Securities allocated to Participant's Plan accounts for which no Participant direction is received by completing Exhibit "B" on an annual basis within a reasonable time prior to the date of each shareholder meeting relating to Qualifying Employer Securities. The Trustee is entitled to rely upon such certification without further investigation. Upon receipt of a properly executed Exhibit "B" prior to the shareholder meeting, the Trustee shall not vote proxies for those Participant's shares with respect to that shareholder meeting for which no instruction is received. The Named Fiduciary shall use reasonable procedures to inform Participants as to what action will be taken in the absence of such affirmative instructions. If the Named Fiduciary fails to file an Exhibit "B" certification with the Trustee prior to the shareholder meeting, the Trustee shall follow the procedures established in Section 5.3(b) of this Agreement with respect to voting of proxies for that shareholder meeting.

ARTICLE VI. RESIGNATION OR REMOVAL OF TRUSTEE

6.1 Resignation or Removal of Trustee. The Trustee may resign at any time upon 60 days' prior written notice to the Employer and the Employer may remove the Trustee at anytime upon 60 days' prior written notice to the Trustee. If mutually agreed upon between the parties, the 60 days' notice may be waived or reduced. Upon resignation or removal of the Trustee, the Employer shall appoint a successor trustee. Upon receipt by the Trustee of written acceptance of such appointment by the successor trustee, the Trustee shall transfer and pay over to the successor the Trust Fund and all records (or copies) pertaining thereto. The Trustee is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge against the Trust Fund or against the Trustee, with any balance of such reserve remaining after payment of all such items to be paid over to the successor trustee. Upon the transfer and payment over the assets of the Trust Fund and upon the settlement or approval of the account for the Trustee pursuant to Section 3.5 herein, the Trustee shall be released and discharged from any and all claims, demands, duties and obligations arising out of the Trust Fund and its management thereof.

6.2 Employer's Failure to Appoint Successor Trustee. If the Employer has not appointed a successor trustee which has accepted such appointment as of the effective date of

the Trustee's resignation or removal, the Trustee shall have the right to apply to a court of competent jurisdiction for the appointment of such successor or for a determination of its rights and obligations, the costs of such action, unless paid by the Employer, being paid from the Trust Fund.

ARTICLE VII. AMENDMENT AND TERMINATION OF THE TRUST AGREEMENT

7.1 Amendment. The Employer and the Trustee may amend this Agreement at any time by a written agreement between them; provided, however, that no such amendment shall make it possible for any part of the corpus or income of the Trust Fund to be used or diverted to purposes other than the exclusive benefit of Participants and defraying reasonable expenses of administering the Plan and trust created under this Agreement.

7.2 Termination. This Agreement and the trust created hereunder shall terminate upon the termination of the Plan, unless expressly extended by the Employer. The trust also shall terminate upon the dissolution or liquidation of the Employer where no successor has elected to continue the Plan and this Agreement. Termination of the trust shall be effected by distribution of all Trust Fund assets to the Participants or other persons entitled thereto pursuant to the direction of the Named Fiduciary, subject to the Trustee's right to reserve funds as provided in Section 6.1 hereof. Upon the completion of such distribution, the Trustee shall be relieved from all further liability with respect to all amounts so paid.

ARTICLE VIII . MISCELLANEOUS

8.1 Exclusive Benefit. This trust has been established for the exclusive benefit of the Participants. Except as provided herein, it shall be impossible at any time prior to the satisfaction of all liabilities to the Participants for any part of the principal or income of the Trust Fund (other than such part as is required to pay taxes, administrative expenses or return of contributions to the Employer as provided in Section 8.2 herein) to be paid or diverted to the Employer or to be used for any purpose whatsoever other than for the exclusive benefit of the Participants.

8.2 Return of Contributions. The Trustee shall return contributions to the Employer upon the Employer's written direction for any of the following reasons: (i) the contribution is made by reason of a mistake of fact as described in Section 403(c) of ERISA, (ii) the contribution is conditioned on initial qualification of the Plan under Section 401(a) of the Code and the Plan does not so qualify, or (iii) the contribution is conditioned on its deductibility under Section 404 of the Code and the contribution is not deductible. Contributions returned to the Employer under this Section 8.2 shall be paid to the Employer within one year after the Employer's payment of such mistaken contribution, the date of denial of initial qualification or date of disallowance of the deduction, if the Employer so directs the Trustee in writing. In making such a return of assets

to the Employer, the Trustee shall accept the Employer's written direction as its warranty that such return is provided for in the Plan and complies with the Plan document and ERISA Section 403(c), and the Trustee may rely on such warranty without further investigation.

8.3 Nonalienation of Benefits. No rights or claims to any of the monies or other assets of the Trust Fund shall be assignable, nor shall such rights or claims be subject to garnishment, attachment, execution or levy of any kind; and any attempt to transfer, assign or pledge the same, except as specifically permitted by law, shall not be recognized by the Trustee.

8.4 Written Instruction. Any direction of the Employer or the Named Fiduciary pursuant to any provisions of this Agreement shall be set forth in writing from the Employer or the Named Fiduciary to the Trustee and the Trustee shall be fully protected in relying upon such written direction of the Employer or Named Fiduciary. For purposes of this Section 8.4, written instructions shall include the electronic or telephonic transmission of information or data as mutually agreed upon by the Trustee and the Employer. The Trustee shall be fully protected in relying upon any communication that the Trustee reasonably believes to have been given by the Employer or the Named Fiduciary or their duly authorized representatives, or any individual having apparent authority as such. The Trustee shall receive all directions or instructions in writing provided that the Trustee may accept oral directions for purchases or sales from the Named Fiduciary via telephone or other electronic procedures as agreed to between the Employer and the recordkeeper for the Plan.

8.5 Indemnification and Hold Harmless. The Employer shall indemnify and hold harmless the Trustee (including its employees, representatives and agents) from and against any liability, loss or expense (including reasonable attorneys' fees) arising out of: (a) the Trustee's performance of its duties or responsibilities under this Agreement, except to the extent that such loss or expense arises from the Trustee's own willful misconduct or gross negligence, (b) any action taken by the

Trustee in accordance with the direction or instructions of the Employer, the Named Fiduciary, a Participant or an Investment Manager, (c) any matter relating to the Plan for which the Trustee has no responsibility, control or liability under this Agreement, and (d) the failure of the Named Fiduciary or the Employer (including its employees, representatives and agents) to perform its duties under this Agreement or with respect to the Plan; provided, however, that this Section 8.5 shall not be construed to relieve the Trustee from responsibility or liability for any duty imposed upon directed trustees under Section 403(a)(1) of ERISA.

8.6 Trustee's Fees, Expenses and Taxes. The Trustee shall be paid a fee of $5000.00 annually as compensation for its services hereunder. This fee is a combined fee for both the Plan and the Dentsply International Inc. 401(k) Savings Plan. The Trustee shall give 90 days advance written notice to the Employer whenever its fees

are changed. Such fees, any taxes of any kind whatsoever which may be levied or assessed upon the Trust Fund, and any expenses incurred by the Trustee in the performance of its duties hereunder, including fees for legal services rendered to the Trustee, shall, unless paid by the Employer, be paid from the Trust Fund.

8.7 Merger, Consolidation or Transfer. In the event of the merger, consolidation or transfer of any portion of the Trust Fund to a trust fund held under any other plan, the Trustee shall dispose of all or part, as the case may be, of the Trust Fund, in accordance with the written directions of the Named Fiduciary, subject to the right of the Trustee to reserve funds as provided in Section 6.1 hereof.

8.8 Conflict with the Plan Document. In the event of any conflict between the provisions of the Plan document and this Agreement with respect to the rights or obligations of the Trustee, the provisions of this Agreement shall prevail.

8.9 Construction. Whenever used in this Agreement, unless the context indicates otherwise, the singular shall include the plural, the plural shall include the singular, and the male gender shall include the female gender.

8.10 Headings. Headings in this Agreement are inserted solely for convenience of reference and shall neither constitute a part of this Agreement, nor affect its meaning, construction or intent.

8.11 Severability. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Trust Agreement shall be construed and enforced as if such provision had not been included.

8.12 Surviving Sections. Notwithstanding any Sections of this Agreement to the contrary, Sections 6.1, 6.2, 7.2, 8.5 and 8.6 shall survive the termination of this Agreement.

8.13 Law Governing. This Agreement shall be administered, construed and enforced according to the laws of the State of Maryland and applicable federal law.

8.14 Predecessor and Successor Trustees. The Trustee shall not be responsible and shall have no liability for the acts or omissions of any of its predecessors or successors.

8.15 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

8.16 Entire Agreement; Modification. This instrument contains the entire agreement of the parties signatory hereto. Except as provided in Section 8.6, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by all parties hereto.

8.17 Signature Authority. The person executing this Agreement on behalf of the Employer certifies that he or she is duly authorized by the Employer consistent with the terms of the Plan to do so.

IN WITNESS WHEREOF, the Employer and the Trustee have caused their duly authorized officers to execute this Agreement on the date as written below.

ATTEST/WITNESS: DENTSPLY INTERNATIONAL INC.

_____ By: _____

Title

Date

ATTEST/WITNESS: T. ROWE PRICE TRUST COMPANY

_____ By: _____
Vice President

Date

EXHIBIT A

TO THE TRUST AGREEMENT BETWEEN
T. ROWE PRICE TRUST COMPANY AND DENTSPLY INTERNATIONAL INC.

PAYMENT OF PLAN EXPENSES FROM THE TRUST FUND

Excluding Plan recordkeeping and Trustee fees and expenses, the Employer shall submit to the Trustee all expenses to be charged to the Trust Fund. Each submission also shall include the following certification executed by the Named Fiduciary:

> I hereby certify that these expenditures reflect administrative expenses solely for the DENTSPLY Employee Stock Ownership for the period of _____ and that such expenses are proper and reasonable.

Each submission shall also include an explanation of the purpose of the expenditure and an invoice where relevant.

[Print Name]

Title

Date

EXHIBIT B

TO THE TRUST AGREEMENT BETWEEN
T. ROWE TRUST COMPANY AND DENTSPLY INTERNATIONAL INC.

CERTIFICATION OF COMPLIANCE WITH ERISA SECTION 404(c)
AND APPLICABLE REGULATIONS

The Employer shall submit to the Trustee the following certification, executed by the Named Fiduciary, within a reasonable time prior to each shareholder meeting for Qualified Employer Securities if the Trustee is not to vote unvoted shares:

> I represent that I am an authorized representative of the Named Fiduciary of the DENTSPLY Employee Stock Ownership Plan ("Plan"). In such capacity, I hereby certify that the Plan is in compliance with ERISA Section 404(c) and the regulations issued thereunder and that unvoted shares of Qualifying Employer Securities held in Participants' Plan accounts for which no Participant direction is received should not be voted, as described in Section _____ of the Plan.

[Print Name]

Title

Date

EXHIBIT 10.6(b)

PLAN RECORDKEEPING AGREEMENT BETWEEN

DENTSPLY INTERNATIONAL INC.

AND

T. ROWE PRICE RETIREMENT PLAN SERVICES, INC.

THIS PLAN RECORDKEEPING AGREEMENT ("Agreement") is made by and between T. ROWE PRICE RETIREMENT PLAN SERVICES INC., a Maryland corporation ("T. Rowe Price"), and DENTSPLY INTERNATIONAL INC., a Delaware corporation ("Client").

Client wishes to employ T. Rowe Price to perform certain recordkeeping and other ministerial services for the DENTSPLY EMPLOYEE STOCK OWNERSHIP PLAN ("Plan") and T. Rowe Price agrees to perform those services, in accordance with the following terms and conditions.

1. RESPONSIBILITIES/REPRESENTATIONS OF T. ROWE PRICE

1.1 Recordkeeping for the Plan. T. Rowe Price will provide, or cause to be provided through its agents, recordkeeping and other ministerial services with respect to the Plan and the employees eligible to participate under the Plan, including their alternate payees and beneficiaries ("Participants"), within a framework of directions, documents, data, policies, administrative forms, interpretations, rules, practices and procedures adopted by Client. The specific services to be performed are set forth in Schedule A, which schedule shall become a part of this Agreement upon execution by T. Rowe Price and Client. Any changes to the services to be performed shall become a part of this Agreement upon T. Rowe Price and Client executing an amendment to Schedule A.

1.2 Reliance on Directions, Documents, Data and Information Provided by Client.
Services provided by T. Rowe Price hereunder are dependent on directions, documents, data and other information being provided to T. Rowe Price in a timely manner by Client. All directions, documents, data and other information provided to T. Rowe Price which T. Rowe Price reasonably believes to have been provided by Client are deemed to be complete, accurate, authentic and timely. T. Rowe Price shall act in accordance with such directions, documents, data or information and shall have no obligation to inquire into their completeness, accuracy, authenticity or timeliness.

1.3 Reliance on Documents, Information and Instructions provided by Participants.
Some services provided by T. Rowe Price hereunder may require oral, telephone, electronic or written instructions or information provided by a Participant and/or the Participant's spouse. Instructions or other information provided to T. Rowe Price under a signature which purports to be that of the Participant or Participant's spouse or provided

with a personal identification number or other identifying information used to verify that the transmission originated from the Participant or Participant's spouse shall be deemed to be complete, accurate, authentic and timely. T. Rowe Price shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness. Client shall indemnify and hold harmless T. Rowe Price (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by T. Rowe Price in connection with providing information or processing transactions in accordance with the directions of a Participant or Participant's spouse via written, telephone, internet or other means approved by Client for use with the Plan.

1.4 Exclusive List of Duties. T. Rowe Price shall have no duties with respect to the Plan except those duties described in this Agreement. In no event shall T. Rowe Price have any discretionary authority or control regarding management of the Plan or its assets.

2. RESPONSIBILITIES/REPRESENTATIONS OF CLIENT

2.1 Client Instructions to T. Rowe Price. Any directions or instructions provided to T. Rowe Price by Client pursuant to this Agreement shall be set forth in writing or by any other means, such as telephone or electronic means, as agreed to between Client and T. Rowe Price. Any directions or instructions provided to T. Rowe Price by Client, the Administrator (as defined in Section 2.2) and their duly authorized agents and representatives shall be deemed to be provided by Client for purposes of this Agreement.

2.2 Plan Administrator. Client represents that a Committee of the Client is the "administrator" of the Plan ("Administrator"), as that term is defined under Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which Administrator possesses discretionary authority and control over the management of the Plan.

2.3 Plan Documents, Data and Administrative Procedures. Client shall provide T. Rowe Price with the most recent copy of the Plan (including all amendments thereto), a copy of the Plan's Internal Revenue Service determination letter, the Plan's administrative procedures and forms, all Plan data and other documents, data or information that T. Rowe Price may need to perform the services under this Agreement. Client shall be responsible for the accuracy of all documents, data, forms and procedures provided to T. Rowe Price.

2.4 Tax Qualification and Compliance. Client hereby represents and warrants that the Plan is intended to qualify as a tax-exempt plan under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and that the Plan is and will continue to be operated in compliance with the Code, ERISA and other applicable laws. Client has sole responsibility for maintaining the tax qualification of the Plan, both in completing necessary documents and in the operation of the Plan.

2.5 Adoption of Services/Procedures. Client agrees to review the services and administrative procedures (including process flows), policies, forms and participant communications that T. Rowe Price will use in performing the services under this Agreement. Client has sole responsibility for selecting the services to be provided by T. Rowe Price and for determining that the administrative procedures (including process flows), policies, forms and communications used to provide such services are consistent with the Plan document and are otherwise acceptable for use with the Plan.

2.6 Interpretation of the Plan. Client shall have sole discretion to resolve questions relating to any interpretation of the terms and conditions of the Plan.

2.7 Benefit Claims. Client shall resolve all benefit claims and claims appeals under the Plan.

2.8 Domestic Relations Orders. Client shall be solely responsible for determining whether any domestic relations order filed with the Plan is qualified and for taking all steps necessary to effectuate such order.

2.9 Investment Information. Client agrees that if it prepares any communications material that describes one or more of the investment companies sponsored by T. Rowe Price Associates, Inc. ("Price Funds") or any other investment option the adviser of which is T. Rowe Price or any affiliate of T. Rowe Price, Client shall not distribute or utilize such material until T. Rowe Price has approved the portion of the material describing such investment option.

2.10 Securities Laws. Client shall have sole responsibility for meeting any U.S. securities laws that may apply in the event that Client offers qualifying employer securities within the meaning of Section 407(d) of ERISA ("Qualifying Employer Securities") as an investment under the Plan.

2.11 Annuities. In the event that the Plan provides for distributions in the form of an annuity, Client shall be responsible for evaluating and selecting the annuity contract to be distributed to a Participant who elects the annuity form of distribution.

2.12 Reports. Client agrees to review reports prepared by T. Rowe Price and further agrees that any report to which it does not file written objections within 90 days shall be presumed to be complete and accurate.

2.13 Missing Persons/Unclaimed Checks. Client shall have sole responsibility for locating missing Participants and for instructing T. Rowe Price on the action to take with respect to benefits for missing Participants and benefits for Participants who have not cashed distribution checks.

3. GENERAL PROVISIONS

3.1 Assistance Rendered by T. Rowe Price. Client understands and agrees that, in rendering Plan recordkeeping services to Client, T. Rowe Price provides general information only and does not provide legal or tax advice.

3.2 Status of T. Rowe Price. Notwithstanding any other provision of this Agreement to the contrary, neither T. Rowe

Price nor its employees, representatives or agents shall be deemed to be the administrator, plan sponsor or a fiduciary of the Plan as defined in Sections 3(16)(A), 3(16)(B) or 3(21)(A), respectively, of ERISA.

3.3 Indemnification. Client shall indemnify and hold harmless T. Rowe Price (including its employees, representatives and agents) from and against any liability, loss and expenses (including reasonable attorneys' fees and court costs) incurred in connection with: (i) the performance of T. Rowe Price's duties under this Agreement, except to the extent that such liability, loss or expenses arises from T. Rowe Price's own negligence or willful misconduct, (ii) any action taken by T. Rowe Price in accordance with the direction or instructions of Client, a Participant or a Participant's spouse, or any failure to act in the absence of such directions or instructions, and (iii) any matter relating to the Plan for which T. Rowe Price has no responsibility, control or liability under this Agreement.

3.4 Force Majeure. Neither T. Rowe Price nor Client shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, acts of God, war, riot, acts of any telephone or wireless network, strikes or other acts of workmen, accidents, acts of terrorism, revolution or any other events or circumstances beyond the reasonable control of the party affected by the occurrence.

3.5 Fees and Expenses. Client agrees to compensate T. Rowe Price for its services under this Agreement and reimburse T. Rowe Price for its expenses, as set forth in Schedule B, which is made a part hereof. Such fees and expenses as set forth in Schedule B will not be subject to increase until November 1, 2002. After such date, the fees and expenses may be amended by T. Rowe Price upon 90 days prior written notice to Client.

T. Rowe Price maintains separate settlement and cash accounts for the processing of contributions to and the processing of distributions from Plan Accounts. All contributions shall be transferred from the contribution accounts to Plan Accounts as quickly as administratively possible and all proceeds associated with a distribution shall be processed in accordance with the provisions of this Agreement and any applicable transfer agency agreement in regard to such distribution; provided, that T. Rowe Price shall not incur any liability for the payment of interest on such amounts pending allocation to Plan Accounts or distribution to Participants notwithstanding the receipt of credit or interest in respect of funds held in such contribution and/or distribution

accounts; provided, further, that any credit or interest in respect of funds held in such accounts will be used to offset banking and associated charges relative to the processing of contributions to and distributions from Plan Accounts with any excess used to reduce the expenses of the Price Funds and common trust funds the adviser of which is an affiliate of T. Rowe Price which hold amounts invested by plans for which T. Rowe Price provides recordkeeping services.

3.6 Records Are Property of Client. All records sent to T. Rowe Price by Client (or its agents) will remain the property of Client. Plan records in T. Rowe Price's possession will be returned by T. Rowe Price to Client or its designee in the event of termination of this Agreement or otherwise upon the written instruction of Client. This provision shall not preclude T. Rowe Price from retaining copies of Plan records that it may reasonably need or that it may be required by law to retain or from destroying records that it has held for more than seven years.

3.7 Inspection of Plan Records by Client. T. Rowe Price agrees that, upon reasonable notice, it shall provide Client the information and records that Client may reasonably require that are maintained by T. Rowe Price in order for Client or its designee to perform audits of such records, to process any Participant claim or to perform any other function necessary for the operation of the Plan.

3.8 Confidentiality/Security. T. Rowe Price and Client agree to treat as confidential and use only in connection with this Agreement all Plan data, records and information regarding the recordkeeping system, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement. T. Rowe Price and Client shall protect the security of such records and shall not disclose such records or other information to third parties except as required by law or when requested to do so by the other; provided, however, that T. Rowe Price may disclose such records or information to its agents in the course of performing its duties under this Agreement.

3.9 Agents of Mutual Funds. Client understands that T. Rowe Price Services, Inc. and T. Rowe Price Retirement Plan Services, Inc. are the transfer agents for the Price Funds and that records with respect to each Participant's holdings in any Price Fund will be maintained, and disbursements of such holdings will be effected, by T. Rowe Price Services, Inc. or T. Rowe Price Retirement Plan Services, Inc. (or their agents) in their capacity as transfer agents for the Price Funds. Client also understands that the principal underwriter and distributor for the Price Funds is T. Rowe Price Investment Services, Inc., and all activities relating to the sale of shares of the Price Funds to Participants will be the function and responsibility of T. Rowe Price Investment Services, Inc.

3.10 Governing Law. This Agreement will be construed, enforced and governed by the laws of the State of Maryland.

3.11 Effective Date and Termination. Except as otherwise specified herein, the term of this Agreement will begin on November 1, 2000 and will remain in effect until

terminated by either T. Rowe Price or the Client upon 90 days prior written notice to the other, unless both agree in writing to a shorter period.

3.12 Surviving Sections. Notwithstanding any provision of the Agreement to the contrary, Sections 3.3, 3.5, 3.6, 3.7 and 3.8 shall survive termination of this Agreement.

3.13 Notices. All notices and other communications shall be given or served in writing

and sent to the parties at the addresses set forth below:

To Client:DENTSPLY International Inc.
570 West College Avenue
York, PA 17405
Attn:Bill Reardon
Phone: (717) 849-4262
Fax: (717) 849-4759

To T. Rowe Price: T. Rowe Price Retirement Plan Services, Inc.
4555 Painters Mill Road
Owings Mills, Maryland 21117
Attn: DENTSPLY International Inc. Plan Service Team
Phone: (800) 638-4546
Fax: (410) 345-4407

3.14 Severability. If any provision of this Agreement is found, held or deemed to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of this Agreement will continue in full force and effect.

3.15 Predecessor and Successor Recordkeepers. T. Rowe Price shall not be liable for the acts or omissions of any of its predecessors or successors.

3.16 Successors and Assigns. This Agreement will be binding upon the successors and assigns of the parties hereto.

3.17 Construction. Whenever used in this Agreement, unless the context indicates otherwise, the singular will include the plural, the plural will include the singular and the male gender will include the female gender.

3.18 Headings. Headings in this Agreement are inserted solely for convenience of reference and will neither constitute a part of this Agreement nor affect its meaning, construction or intent.

3.19 Waiver of Breach. The waiver by any party of any provision of this Agreement or a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or any subsequent breach.

3.20 Amendment. Except as provided in Paragraph 3.5, no modification, amendment or waiver of any provision of this Agreement will be effective unless such amendment or waiver is in writing signed by T. Rowe Price and Client.

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed by its duly authorized officers.

T. ROWE PRICE RETIREMENT
PLAN SERVICES, INC.
ATTEST/WITNESS:

_____ By:_____
Vice President

Dated:_____

DENTSPLY INTERNATIONAL INC.

ATTEST/WITNESS:

_____ By:_____

Title:_____

Dated:_____

SCHEDULE A
TO RECORDKEEPING AGREEMENT BETWEEN
DENTSPLY INTERNATIONAL INC. AND
T. ROWE PRICE RETIREMENT PLAN SERVICES, INC.

RECORDKEEPING SERVICES

T. Rowe Price will provide the following recordkeeping and other ministerial services in accordance with the directions, documents, data, policies, administrative forms, interpretations, rules, practices and procedures (including process flows) adopted by Client:

1. STANDARD RECORDKEEPING SERVICES

1.1 Data Maintenance. Upon receipt of participation and demographic data from Client, T. Rowe Price shall enter such data into its recordkeeping system for the Plan and provide for the proper operation and maintenance of the records of the Plan.

1.2 Accounts. Upon receipt of all necessary participation, demographic and other data from Client, T. Rowe Price shall provide recordkeeping for each account as set forth under the Plan ("Account").

1.3 Allocating Contributions to Accounts and Investments. T. Rowe Price shall reconcile Account Allocation Information (as defined below) with the contribution estimate provided by Client and provide a contribution confirmation to Client. If the contribution and Account Allocation Information do not reconcile, T. Rowe Price shall notify Client, which shall resolve the discrepancies before sending any contribution to T. Rowe Price. Promptly upon receipt of a contribution in the reconciled amount, T. Rowe Price shall allocate such contribution to Participants' Accounts in accordance with the Account Allocation Information, allocate such contribution to the investment options available under the Plan ("Investment Option") in accordance with the Investment Allocation Information (as defined below) and transfer the contribution to the various Plan Investment Options in accordance with the Investment Allocation Information.

("Account Allocation Information") is the information supplied by Client regarding the various contribution sources and amounts under the Plan and ("Investment Allocation Information") is the Investment Option percentages or amounts that the Participant or Client has directed for investment in an Investment Option from time to time.

1.4 Earnings and Losses. On each day the New York Stock

Exchange is open for business ("Business Day") or at such other frequency as may be agreed between T. Rowe Price and Client, T. Rowe Price shall allocate earnings and losses as reported to T.

Rowe Price for each Investment Option to each Participant's Account or Accounts based on such Account's investment in the Investment Option.

1.5 Distribution Processing. T. Rowe Price shall process distributions to Participants in accordance with procedures adopted by Client. If instructed by Client, T. Rowe Price shall withhold and deposit federal and state income taxes as may be required by law and prepare Internal Revenue Service Forms 1099-R or such other forms as may be required under the Code for the reporting of distributions, provided that Client provides T. Rowe Price with all information T. Rowe Price may need to calculate withholding and prepare reports of distributions.

1.6 Loan Processing. T. Rowe Price shall process loans to Participants in accordance with procedures adopted by Client. If instructed by Client, T. Rowe Price shall prepare Internal Revenue Service Forms 1099-R or such other forms as may be required under the Code for the reporting of distributions that Client directs T. Rowe Price to make in connection with the failure of a Participant to repay a loan as required, provided that Client provides T. Rowe Price with all information T. Rowe Price may need to prepare the reports of distributions.

1.7 Reports. T. Rowe Price shall prepare and deliver to Client the reports as agreed upon in writing between T. Rowe Price and Client.

1.8 Client Access On-Line Services. As elected by Client, T. Rowe Price shall provide Client with access to Participant records and report capabilities via a plan sponsor Internet website.

1.9 Form 5500 Financial Data. As requested by Client, T. Rowe Price shall prepare and deliver to Client a report containing all financial data required to complete the financial portions of the IRS Form 5500 for those Plan assets for which, and for the time period during which, T. Rowe Price keeps the Plan's records.

2. OPTIONAL RECORDKEEPING SERVICES

2.1 Phone System. T. Rowe Price shall provide Client and Participants with T. Rowe Price's Telephone Inquiry System ("Phone System"), which provides information and the ability to perform certain Plan transactions by telephone, via either a voice response system ("VRS") or T. Rowe Price telephone representatives. Subject to compliance with applicable laws, all telephone calls will be recorded. A Participant will be able to access the VRS only if the Participant enters his social security number and personal identification number ("PIN"). If the Participant has not entered his PIN and social security number into the VRS, the Participant may obtain information and process transactions through a telephone representative only by identifying himself as the Participant by name, social security number and address.

2.2 Participant On-Line Access. T. Rowe Price shall provide Participants with T. Rowe Price's On-Line Access system ("On-Line Access"), which provides information and the ability to perform certain Plan transactions by computer access (via the Internet or dial-up networking). A Participant will be able to use On-Line Access only if the Participant enters his social security number and PIN.

2.3 Enrollment Materials/Processing. T. Rowe Price shall mail enrollment materials to all individuals identified as eligible for Plan participation and process plan enrollments in accordance with procedures adopted by Client.

2.4 Eligibility Determination. T. Rowe Price shall determine eligibility to participate in the Plan in accordance with procedures adopted by Client.

2.5 Vesting Service. T. Rowe Price shall calculate vesting service for Participants in accordance with procedures adopted by Client.

2.6 Rollover Contribution Materials/Processing. T. Rowe Price shall mail rollover materials to an individual upon request and shall process direct and indirect rollover contributions in accordance with procedures adopted by Client. T. Rowe Price shall transfer rollover contributions to the Plan Investment Options in accordance with the Investment Allocation Information.

2.7 Calculating Employer Contributions. As directed by Client, T. Rowe Price shall calculate the amount of employer contributions to the Plan in accordance with procedures adopted by Client.

2.8 Investment Changes. T. Rowe Price shall process changes to Investment Allocation Information and changes to the investment of existing Account balances as directed by Participants.

2.9 Beneficiary Tracking and Determination. T. Rowe Price shall keep records of beneficiary designations and related information. Upon receipt of notification of a Participant's death, T. Rowe Price shall determine the beneficiary in accordance with procedures adopted by Client; provided, however, that Client shall determine the beneficiary if competing claims for benefits have been made or threatened, if T. Rowe Price cannot clearly determine the beneficiary based upon the procedures provided or if T. Rowe Price has questions of interpretation.

2.10 Distribution by Phone. Upon request of a Participant via the Phone System, T. Rowe Price shall mail distribution forms and information to the Participant and shall process such distributions (including in-service withdrawals where applicable) in accordance with procedures adopted by Client; provided, however, that hardship withdrawals other than IRS "deemed" hardship withdrawals must be approved in writing by Client before being processed by T. Rowe Price.

2.11 Proxy Voting Materials for Qualifying Employer Securities. T. Rowe Price shall perform the following service with respect to Participant Accounts invested in Qualifying Employer Securities on the record date in accordance with procedures adopted by Client:

As directed by Client, T. Rowe Price (or its agent) shall timely mail to each Participant a copy of all shareholder proxy materials and other materials which have been timely provided to T. Rowe Price by Client and instruct each Participant to return the Participant's directed vote to T. Rowe Price (or its agent). T. Rowe Price (or its agent) shall tabulate such directed votes for the Plan and give the tabulation to the trustee of the Plan, so that the trustee may timely vote the shares. All such tabulation and related records shall be kept confidential by T. Rowe Price, or upon the trustee's request, turned over to the trustee.

2.12 Insider Trading Restrictions. As directed by Client, T. Rowe Price shall encode on the Phone System a record of each Participant who may not effect transactions into or out of Qualifying Employer Securities because the Participant is subject to the reporting obligations of Section 16 of the Securities Exchange Act of 1934 ("Section 16"). Such Participant will be prevented from making any change over the Phone System that would involve a redemption or purchase of an interest in Qualifying Employer Securities unless otherwise directed by Client.

3. COMPLIANCE SERVICES

3.1 Code Section 415(c) Testing. T. Rowe Price shall conduct an annual test of each Participant's Accounts for compliance with Code Section 415(c) limits, based upon contributions and data provided to T. Rowe Price by Client for this purpose, and issue a report to Client of its findings.

3.2 Minimum Required Distributions Processing. T. Rowe Price shall calculate the amount that must be distributed from the Plan to a Participant who is required to receive a minimum required distribution described in Code Section 401(a)(9) and process such distribution, all in accordance with procedures adopted and data provided by Client. Minimum required distributions can be calculated only for distributions requested via forms.

3.3 Form 5500 and SAR Preparation. T. Rowe Price, through a third party provider selected by T. Rowe Price ("Provider"), shall produce the Form 5500 plus all required schedules and a summary annual report for the Plan. The Form 5500 preparation will not include the performance of an audit or retention of an actuary. Client shall provide all data necessary for the preparation of the Form 5500 directly to Provider, in such manner and by such deadlines as required by Provider, except that T. Rowe Price shall provide the financial data which it is required to prepare in accordance with this Agreement. Client shall be responsible for filing the Form 5500 and for distributing the summary annual reports to Participants.

4. PARTICIPANT COMMUNICATIONS

4.1 Participant Statements. T. Rowe Price shall prepare and mail to Participants statements of their Account balances under the Plan and such other information as agreed between T. Rowe

Price and Client, at such times as may be agreed between T. Rowe Price and Client.

4.2 Enrollment and Other Participant Communication Materials. At the direction of Client, T. Rowe Price shall produce Plan enrollment and communication materials using the decisions(R) communications materials. T. Rowe Price also shall provide T. Rowe Price enrollment representatives to assist Client with employee meetings as directed by Client.

T. ROWE PRICE RETIREMENT PLAN SERVICES, INC.

By: _____ Dated:_____
Vice President

DENTSPLY INTERNATIONAL INC.

By: _____ Dated:_____

Title: _____

SCHEDULE B
TO RECORDKEEPING AGREEMENT BETWEEN
DENTSPLY INTERNATIONAL INC. AND
T. ROWE PRICE RETIREMENT PLAN SERVICES, INC.

FEES AND EXPENSES

Fees for services provided and expenses under this Agreement are as follows:

1. Per Participant Recordkeeping Fees. The annual recordkeeping fee is $0.00 per Participant.

2. Proxy Fee. T. Rowe Price shall pass through to Client all fees, including postage, for mailing proxy or other materials to Participants and for tabulating Participants' votes to the extent this service is provided by T. Rowe Price (or its agents).

3. Form 5500 and SAR Preparation. The Form 5500 and Summary Annual Report is provided annually at a fee of $0.00.

4. Annual Additions. The fee for annual Code Section 415(c) testing is $0.00.

5. Communication Fees. The costs for the production, reproduction, and distribution of any decisions(R)communications materials used by Client shall be paid by T. Rowe Price.

T. Rowe Price also shall provide, for no fee, a T. Rowe Price enrollment representative for 10 days in year one and 5 days per year thereafter to assist Client with employee meetings (which employee meeting allowance includes any other meeting allowance provided by T. Rowe Price to Client under any other agreement). After the no-fee days are used by Client, the charge shall be $1000.00 per T. Rowe Price enrollment

representative per day.

6. Data Processing Expenses. For conversion matters or reports requested by Client that require extensive programming by T. Rowe Price, T. Rowe Price shall charge the hourly programming fee then in effect for each hour of programming; provided, however that before any such programming is undertaken by T. Rowe Price, T. Rowe Price shall provide a cost estimate for such programming to Client for its review and approval.

7. Special Expenses. T. Rowe Price shall charge Client for any extraordinary expenses or other costs that arise in the process of performing its duties hereunder. Such extraordinary expenses include, but shall not be limited to, expenses and fees incurred by T. Rowe Price in connection with governmental or regulatory inquiries relating to the Plan or in connection with Client audits of the Plan, and costs of correcting recordkeeping errors that were not made by T. Rowe Price (such errors may include, but shall not be limited to, an error in data or instructions the Client transmitted to T. Rowe

Price or a pricing error made on an Investment Option the adviser of which is not T. Rowe Price or any of its affiliates).

8. Payment of Fees and Expenses. Except as otherwise provided for specific fees, all fees and expenses for services provided under this Agreement shall be billed to Client quarterly in arrears and are due and payable to T. Rowe Price within 30 days after the date of invoice; provided, however, that any such fees and expenses that are not paid by Client upon termination of this Agreement shall be extracted from Participants' Accounts.

EXHIBIT 10.20

Summary of 2000 Incentive Compensation Plan

At the end of 1999, the Human Resources Committee of the Board of Directors adopted the Year 2000 Incentive Compensation Plan (the "Plan"). The Plan established target award opportunities ranging from 23% of base salary for key employees to 75% of base salary for the Chief Executive Officer. The bonuses were earned based on the achievement of certain financial targets, which are established based on the individual participant's position. For the Chief Executive Officer and the Chief Operating Officer the bonus awards for 100% of targeted performance were set at 75% and 60%, respectively, of their base salaries. For the Senior Vice Presidents and the General Counsel the bonus awards for 100% of targeted performance were set at 55% and 40%, respectively, of their base salaries. Messrs. Miles, Kunkle, Jellison, Roos, Weston, Whiting and Addison received bonus awards for 2000 of 91.2%, 72.9%, 66.8%, 59.7%, 53.5%, 74.5% and 48.6%, respectively.

EXHIBIT 10.21

SALE AND PURCHASE AGREEMENT

between

Neptuno Verwaltungs- und Treuhand-Gesellschaft mbH, a company incorporated under the laws of Germany, having its registered office in Cologne and registered with the Commercial Register of Cologne under company number HRB 4847, acting as trustee for Schmider & Kleiser Holding International B.V., Eemnes, Netherlands

- hereinafter referred to as "Seller 1" -

and

Dr. Eberhard Braun, a German citizen, acting in his capacity as administrator in insolvency of FlowTex Holding GmbH & Co KG, a company incorporated in Germany, having its registered office in Ettlingen;

- hereinafter referred to as "Seller 2" -

- Seller 1 and Seller 2 are hereinafter collectively referred to as "Sellers" -

and

Schmider & Kleiser Holding International B.V., a company incorporated under the laws of The Netherlands, having its registered office in Eemnes, The Netherlands;

- hereinafter referred to as "Warrantor" -

- on the one hand -

and

FriaNu GmbH (still registered as "Orion" Einundsiebzigste

Beteiligungsgesellschaft mbH), a company incorporated under the laws of Germany, having its registered office in Frankfurt am Main and registered with the Commercial Register of Frankfurt am Main under company number HRB 50957 (seat to be relocated to Munchen and company to be registered with the Commercial Register of Munchen);

- hereinafter referred to as "Purchaser" -

and

Dentsply International Inc., a company incorporated under the laws of the State of Delaware, USA;

- hereinafter referred to as "Guarantor" -

- on the other hand -

regarding the sale and purchase of all shares in Friadent GmbH

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Preamble

WHEREAS Friadent GmbH is a company incorporated under the laws of Germany, having its registered office in Mannheim and registered with the Commercial Register of Mannheim under company number HRB 7908 (hereinafter referred to as "Friadent" or the "Company").

WHEREAS Seller 1 holds one share in Friadent and intends to sell such share to Purchaser.

WHEREAS FlowTex Holding GmbH & Co KG (formerly Manfred Schmider und Dr. Ing. Klaus Kleiser Finanz Holding GbR, sometimes also called S & K Finanzholding GbR) holds one share in Friadent and Seller 2 in its capacity as administrator in insolvency of FlowTex Holding GmbH & Co KG intends to sell such share for the account of FlowTex Holding GmbH & Co KG to Purchaser.

WHEREAS Purchaser after conducting a legal, financial and business due diligence of Friadent and its business intends to acquire from Seller 1 and Seller 2, respectively, their respective shares in Friadent.

WHEREAS Warrantor has agreed to join into this Agreement for the main purpose of assuming certain warranties in connection with the sale of the shares in Friadent pursuant to this Agreement.

WHEREAS Guarantor as the ultimate parent of Purchaser has agreed to join into this Agreement for the sole purpose of giving certain guarantees with respect to the obligations of Purchaser under this Agreement.

NOW, therefore, Purchaser and Seller 1 and Seller 2 (collectively hereafter referred to as the "Parties" and each of them as a "Party") and Warrantor and Guarantor hereby agree as follows:

S 1
Corporate Ownership

1.1 Share capital and Shareholders of Friadent

The registered share capital of Friadent amounts to a nominal amount of DM 200,000 and is divided and subscribed as follows:

(i) one share in the nominal amount ofDM 199,500,-

(ii) one share in the nominal amount ofDM 500,-

DM 200,000,-

The share of DM 199,500 (hereinafter referred to as the "Main Share") is legally owned by Seller 1, and the share of DM 500,- (hereinafter referred to as "Minor Share") is legally and beneficially owned by FlowTex Holding GmbH & Co KG. The Main Share and the Minor Share are hereinafter referred to as the "Shares".

1.2 Particulars of Seller 1/The Trust

Seller 1 is a wholly-owned subsidiary of Sal. Oppenheim jr. & Cie. KGaA, a company incorporated in Germany with its registered office in Cologne ("Sal. Oppenheim"). Under a trust agreement (the "Trust Agreement") dated 14 March 2000 between Seller 1 and Warrantor, Warrantor has transferred the legal ownership of the Main Share to Seller 1 for the purpose of Seller 1 selling the Main Share in its own name but for the account of Warrantor. Warrantor has retained beneficial ownership of the Main Share.

1.3 Particulars of Seller 2

Seller 2 is acting in his capacity as administrator in insolvency of FlowTex Holding GmbH & Co KG. Dr. Eberhard Braun has been duly appointed as administrator in insolvency of FlowTex Holding GmbH & Co KG by court order of the Lower Court of Karlsruhe dated 25 July 2000.

1.4 The Main Share Pledge

Under a pledge dated 11 October 1999, Warrantor has pledged the Main Share to Sal. Oppenheim as security for a loan given by Sal. Oppenheim to Warrantor (the "Main Share Pledge").

1.5 The Minor Share Pledge

Under a pledge dated 11 October 1999, Manfred Schmider und Dr. Ing. Klaus Kleiser Finanz Holding GbR has pledged the Minor Share to Sal. Oppenheim as security for a loan given by Sal. Oppenheim to Warrantor (the "Minor Share Pledge").

S 2
Sale and Purchase of the Shares/Transfer of Shares
Repayment of Shareholder Loan

2.1 Sale of the Shares

2.1.1 Seller 1 hereby sells and Purchaser hereby purchases, subject to the terms and conditions of this Agreement, the Main Share.

2.1.2 Seller 2 hereby sells and Purchaser hereby purchases, subject to the terms and conditions of this Agreement, the Minor Share.

2.1.3 The sale and purchase includes any and all rights and obligations attached to the Shares including the right to receive dividends (unter Einschlu(beta) des Gewinnbezugsrechts).

2.2 Transfer of Shares

The Parties agree that the Shares as sold and purchased hereunder are not transferred by virtue of this Agreement. The Shares shall be transferred subject to proper payment of the Total Consideration (as defined in Section 4.1 below) by means of a separate notarial transfer document in the form attached hereto as Annex A at the Closing Date (as hereinafter defined).

2.3 Repayment of Shareholder Loan

Purchaser undertakes to repay as a third party pursuant to S 267 German Civil Code (BGB) for and on behalf of Friadent (im Auftrage von Friadent) upon transfer of the Shares the shareholder loan in the amount of DM 82,742,000,- (the "Shareholder Loan") granted by Warrantor to Friadent and Warrantor agrees that such repayment shall be made into the Escrow Account (as hereinafter defined). The aforesaid repayment of the Shareholder Loan shall be credited against the Total Consideration (as defined in Section 4.1 below). In the letter a copy of which is attached hereto as Annex B, Friadent has acknowledged and agreed that following such repayment by Purchaser of the Shareholder Loan Purchaser shall have a right to be reimbursed by Friadent for an amount equalling the Shareholder Loan pursuant to S 670 German Civil Code (BGB) (hereinafter referred to as the "Reimbursement Claim"). Purchaser undertakes to each

of Seller 1 and Warrantor, and in favour of Friadent (S 328 BGB) that it will not claim any amount under the Reimbursement Claim and will not charge any interest thereon as long as the Relevant Funds (as defined in Section 4.5.3 below) on the Escrow Account (as defined in Section 4.2 below) have not been released in their entirety.

S 3
Closing and Condition Precedent

3.1 The Closing of the transactions contemplated by this Agreement shall take place at the latest within three days on which banks are open for general business in Switzerland following the fulfilment of the condition precedent set out in Section 3.2, at the office of lic. iur. Stephan Cueni, Aeschenvorstadt 55 in Basle/Switzerland or at such other time or place as the Parties shall agree upon (heretofore and hereinafter sometimes referred to as the "Closing"/"Closing Date").

3.2 The Closing shall only occur subject to the following condition precedent having been fulfilled :

(i) Purchaser on the one side or Sellers on the other side having received a written notice from the German Federal Cartel Office or a certified copy thereof that it will not prohibit the acquisition, or

(ii) the German Federal Cartel Office failing to notify Purchaser or Sellers within one month after receipt of the pre-merger filing in accordance with

Section 40 para. 1 sentence 1 of the German Cartel Law (GWB) that it has commenced a formal investigation of the proposed acquisition, or

(iii) the German Federal Cartel Office failing to issue an order in accordance with Section 40 para. 2 sentence 1 of the Cartel Law to Purchaser or Sellers within four months after receipt by the Federal Cartel Office of the pre-merger filing and no extension of the four months period having been agreed with the Federal Cartel Office. Neither Sellers nor Purchaser shall extend the aforementioned four months period without prior written consent of the other Parties.

3.3 On the Closing, the Parties shall simultaneously take the following actions or cause such actions to be taken simultaneously:

(i) Seller 1 and Purchaser shall open the Escrow Account (as defined in Section 4.2.(ii) below) with Sal. Oppenheim jr. & Cie. KGaA (the "Bank"), authorise the Bank to reinvest the funds contained in the Escrow Account from time to time as set out in Section 4.5.2 below and issue a standing order on the terms set out in Section 4.5.2 below;

(ii) Seller 1 shall transfer the Main Share and Seller 2 shall transfer

the Minor Share to Purchaser pursuant to a separate notarial transfer document in accordance with Section 2.2 above;

(iii) Purchaser shall pay the Total Consideration (as defined in Section 4 below) by means of wire transfer as set out in Section 4 below; and

(iv) Seller 1 shall procure the waiver, by Sal. Oppenheim, of the Main Share Pledge and the Minor Share Pledge.

S 4
Total Consideration

4.1 Total Consideration

The total consideration for the Shares shall be DM 220,000,000,-- (say: two hundred and twenty million Deutschmarks) (hereinafter referred to as the "Total Consideration") of which:

(i) an amount equal to DM 137,258,000,- (say: one hundred and thirty seven million two hundred and fifty-eight thousand Deutschmark) shall be allocated to the Shares (the "Cash Price"); and

(ii) an amount equal to DM 82,742,000,- (say: eighty-two million seven hundred and forty-two thousand Deutschmark) shall be allocated to the Shareholder Loan to be repaid by Purchaser pursuant to Section 2.3 above.

The Cash Price shall be subject to a post-closing adjustment as set out in Section 4.3 below and the Total Consideration shall be adjusted accordingly. For the avoidance of doubt, the Total Consideration as so adjusted shall be construed as payment in full for the Shares.

4.2 Due Date/Payment of the Total Consideration

The Total Consideration shall become due and payable against transfer (Zug-um-Zug gegen Ubertragung) of the Shares and shall be paid at Closing by Purchaser free of any costs and charges in immediately available funds by wire transfer as follows:

(i) an aggregate amount of DM 22,000,000,- (say: twenty-two million Deutschmark) shall be paid to Seller 1; and

(ii) the remainder of the Total Consideration shall be paid into an interest-bearing joint escrow account of Seller 1 on the one hand and Purchaser on the other hand with the Bank (the "Escrow Account") to cover and give security for any claims of Purchaser (1) pursuant to Section 4.3.2 (ii) and/or (iii) (if any) for a repayment in case of an adjustment to the Cash Price, and (2) pursuant to Section 8 below (hereinafter referred to as a "Warranty Claim"), in each case on the terms set out in Section 4.5 below.

4.3 Post-Closing Cash Price Adjustment

4.3.1 Within seven (7) days of the final determination under Sections 5.6, 5.7 or 5.8 of the Financial Statements (as defined in Section 5.1 below), the Parties shall make the adjustment (if any) set out in Section 4.3.2 to the Cash Price.

4.3.2 In the event that:

(i) the Net Equity as determined in the Financial Statements exceeds DM 11,900,000,- (say: eleven million nine hundred thousand Deutschmark), the amount of the Cash Price shall be increased Deutschmark by Deutschmark by such exceeding amount and such amount shall be paid by Purchaser to Seller 1;

(ii) the Net Equity as determined in the Financial Statements falls below DM 11,900,000,- (say: eleven million nine hundred thousand Deutschmark), the amount of the Cash Price shall be decreased Deutschmark by Deutschmark by such shortfall and such amount shall be released from the Escrow Account pursuant to Section 4.5.6 below to Purchaser; or

(iii) the intercompany profit made by Friadent in the financial year 2000 through sales of inventories to its Subsidiaries (as defined in Section 7.1.2 below) as determined in the Financial Statements exceeds DM 1,800,000,- (say: one million eight hundred thousand Deutschmark), the amount of the Cash Price shall be decreased Deutschmark by Deutschmark by such exceeding amount and such amount shall be released from the Escrow Account pursuant to Section 4.5.6 below to Purchaser.

4.4 Definition of "Net Equity"

4.4.1 For the purpose of this Agreement and the transactions contemplated hereunder, "Net Equity" shall be defined according to Section 266 paragraph 3 A. German Commercial Code/Handelsgesetzbuch, and thus includes (1) Subscribed Capital, (2) Capital Reserves, (3) Revenue Reserves, including Legal Reserves, Reserves for own Shares, Statutory Reserves and Other Revenue Reserves, (4) Retained Profits/Accumulated Losses Carried Forward, (5) Net income/loss of the year each as reflected in the Financial Statements.

4.4.2 For the avoidance of doubt, the Shareholder Loan shall not form part of the Net Equity.

4.5 Period and Term of Escrow

The funds in the Escrow Account shall be held on the following terms:

4.5.1 Any bank or other charges arising on the Escrow Account shall be charged to the Escrow Account.

4.5.2 Any interest generated on the Escrow Account (subject to any deduction of tax at source) (the "Interest") shall not form part of the Escrow Account but shall be exclusively for the account of Seller 1. Purchaser and Seller 1 agree that the interest periods applying to the funds contained in the Escrow Account from time to time shall be (i) the calendar month (Monatsgeld) or (ii) one day (Tagesgeld), in each case as Seller 1 in its absolute discretion shall instruct the Bank. Purchaser and Seller 1 shall at Closing authorise the Bank to reinvest such funds at the expiry of an interest period accordingly. Purchaser and Seller 1 shall at Closing issue an irrevocable standing order to the Bank pursuant to which the Interest shall be released to Seller 1 on the first banking day of each calendar month.

4.5.3 Subject to Section 4.5.4 below, the funds in the Escrow Account shall be retained for certain periods of time from Closing (each an "Escrow Period") as follows:

(i) DM 22,000,000,- for a period of six months from Closing;

(ii) DM 22,000,000,- for a period of nine months from Closing;

(iii) DM 132,000,000,- for a period of twelve months from Closing; and

(iv) DM 22,000,000,- for a period of eighteen months from Closing.

each such amount being hereinafter referred to as "Relevant Funds".

At the end of the relevant Escrow Period (subject to Section 4.5.4 below) Seller 1 and Purchaser shall issue joint written instructions to the Bank to release the Relevant Funds to Seller 1.

4.5.4 Purchaser shall not be obliged to issue written instructions pursuant to Section 4.5.3 above to the extent that he has:

(i) notified Seller 1 prior to the expiry of the relevant Escrow Period of any Warranty Claim under this Agreement (such notice to include a detailed statement of the facts upon which the Warranty Claim is based and the amount of the Warranty Claim); and

(ii) unless any such Warranty Claim has been agreed by Purchaser and Seller 1, Purchaser has, within six (6) weeks of such notification pursuant to (i) above, commenced legal proceedings (Klageerhebung) to pursue such Warranty Claim.

For the avoidance of doubt, Purchaser's right not to issue written instructions pursuant to Section 4.5.3 above shall be limited, in the case of (i) above, to the amount notified to Seller 1 and, in the case of (ii) above, to the amount claimed in such legal proceedings.

4.5.5 To the extent that any Warranty Claim shall have been agreed by Purchaser and Seller 1 or determined by a judgement of the competent court, Purchaser and Seller 1 shall immediately upon such agreement or determination issue joint written instructions to the Bank to pay the amount of such Warranty Claim from the Escrow Account to Purchaser.

4.5.6 In the event of an adjustment to the Cash Price pursuant to Section 4.3.2 (ii) or (iii) above, any amounts to be so released shall be released from the Relevant Funds set out in Section 4.5.3 (iii) above, provided however that any such amounts shall be released from the Escrow Account forthwith upon determination of the amount of the adjustment to the Cash Price.

4.5.7 Each of Purchaser and Seller 1 undertake to issue instructions for payment from the Escrow Account of the amounts due under the above Sections without undue delay.

4.6 Bank Accounts

4.6.1 Any payments to be made under this Agreement to Seller 1 shall be made into the following bank account of Seller 1: Bank: Sal. Oppenheim jr. & Cie. KGaA, Account number: 028.00.13215, Sort code: 370 302 00.

4.6.2 Any payments to be made under this Agreement to Purchaser shall be made into the bank account of Purchaser communicated to Seller 1 in writing no

later than two days on which banks in Germany are open for general business prior to Closing.

4.7 Allocation of Total Consideration

The allocation of the Total Consideration between Seller 1 and Seller 2 and Warrantor shall be the responsibility of Sellers and Warrantor.

4.8 No Right of Set-Off or Withholding

Any right of the Purchaser to set-off and/or withhold any payments due under this Agreement to Seller 1 and/or Seller 2 is hereby expressly waived and excluded.

S 5
Preparation and Audit of Financial Statements

5.1 Seller 1 and Purchaser will cause Walter Hund and Dr. Freimut Vizethum, the Managing Directors of Friadent, to prepare financial statements (balance sheet, profit and loss account and the annex thereto) of Friadent as of December 31, 2000 or such other date as is agreed between the Parties in writing (hereinafter referred to as " Financial Statements") by no later than February 15, 2001. Seller 1 and Purchaser shall further cause Walter Hund and Dr. Freimut Vizethum to procure that the Subsidiaries prepare financial statements as of such date and within the same period of time.

5.2 The Financial Statements shall be prepared in accordance with those generally accepted accounting principles the Company is subject to (German GAAP) and to be consistently applied maintaining full accounting and valuation consistency. The financial statements of the Subsidiaries shall be prepared in accordance with those generally accepted accounting principles applicable to each of them, to be consistently applied.

5.3 The Financial Statements shall be audited by Friadent's appointed auditor, Dr. Glade, Konig und Partner GmbH (hereinafter referred to as "Company's Auditor"). In addition, the Company's Auditor shall compute the adjustment to the Cash Price pursuant to Section 4.3 above (if any).

5.4 Each of the Sellers and Purchaser shall have the right, at its own cost, to review (uberprufen) the audited Financial Statements either itself or by an auditor . Sellers and Purchaser shall have completed their review of the audited Financial Statements no later than 4 weeks after receipt of the audit report of Company's Auditor on the Financial Statements (hereinafter referred to as "the Audit Report").

5.5 Each of the Sellers and Purchaser and/or their respective auditors shall following the Closing Date have full access to management, employees, accounts and other financial information of Friadent and working papers of the Company's Auditor as is reasonably necessary for the purpose of this Section 5. Each of Sellers and Purchaser shall procure that Friadent gives such access and that the Company's Auditor will be released from his professional secrecy obligation towards each of the Sellers and Purchaser and their respective auditors and that Friadent authorizes and instructs the Company's Auditor to grant unlimited access to the other auditors with respect to his working papers and audit materials. The Company's Auditor will grant unlimited access to the other auditors also with respect to working papers and audit materials for the previous fiscal years of Friadent.

5.6 If Sellers or their auditors on the one hand or Purchaser or his auditors on the other hand do not notify the Purchaser or Sellers (as the case may be) within 4 weeks from receipt of the Audit Report that any of them has any objections against such report, specifying in writing each individual item and the reasons for the objections thereupon, the Financial Statements as audited by the Company's auditor shall become final for the purpose of the computation of the adjustment to the Cash Price (if any) in accordance with Section 4.3 above.

5.7 In the event that Sellers or their auditors on the one hand or Purchaser or his auditors on the other hand notify Purchaser or Sellers (as the case may be) within 4 weeks from receipt of the Audit Report that any of them has any objections against such report, specifying in writing each individual item and the reasons for the objections thereupon, the auditors of Sellers on the one hand and the auditors of Purchaser on the

other hand shall then try to reach an agreement of the adjustments (if any) required to the Financial Statements within seven (7) weeks from receipt of the Audit Report. To the extent that the auditors of Sellers on the one hand and the auditors of Purchaser on the other hand do not reach any such agreement, the Sellers and the Purchaser shall use their best efforts jointly to solve any possible differences of opinion between the auditors within one (1) additional week.

5.8 If no agreement can be reached, Sellers and Purchaser shall decide upon the nomination of an expert arbitrator (Schiedsgutachter) whose opinion shall be binding for all

parties involved. If no mutual agreement can be reached regarding the person of the expert arbitrator, the expert arbitrator who has to be a German chartered accountant (Wirtschaftsprufer) and a member of a major international accounting firm and whose appointment shall be subject to such expert confirming that he will deliver his ruling within the time period stated below, shall be appointed by the President of the Institute of Chartered Accountants in Germany upon formal request by either Sellers or Purchaser. The expert arbitrator shall be bound by the accounting and valuation principles agreed upon in this Agreement and shall render its written ruling on the disputed items of the Financial Statements which shall in no event exceed the scope and limits set by the objections raised under Section 5.7 to Sellers and Purchaser within not more than six (6) weeks from nomination. The expert arbitrator shall, in his equitably exercised discretion, decide on the distribution of the expert arbitrators' expenditures and remunerations taking into account the success or failure of the respective Party.

5.9 Any agreement reached by the auditors and/or by the Sellers and the Purchaser in accordance with Section 5.7 and/or any ruling by the expert arbitrator in accordance with Section 5.8 shall be incorporated in the Financial Statements which shall upon such incorporation become final for the purpose of the computation of the adjustment to the Cash Price (if any) in accordance with Section 4.3 above.

S 6
Liability of Sellers

6.1 Neither Seller 1 nor Seller 2 give any representations and/or warranties on their own behalf of whatsoever kind and/or of whatsoever nature including, without limitation, any representations and/or warranties relating to legal defects (Rechtsmangel) and/or defects in kind (Sachmangel). In particular, neither Seller 1 nor Seller 2 gives any representation and/or warranty as to the identity of Manfred Schmider und Dr. Ing. Klaus Kleiser Finanz Holding GbR with S & K Finanzholding GbR. Any rights and claims of Purchaser for legal defects or defects in kind against Seller 1 and/or Seller 2 are hereby expressly waived and excluded.

6.2 The same applies with respect to any other liability of Seller 1 and/or Seller 2 in relation to this Agreement or the transactions contemplated hereby; any claims against Seller 1 and/or Seller 2 including, without limitation, any claims under precontractual fault (culpa in contrahendo) or breach of contract (pVV) and/or the right to reduce the Total Consideration or any part thereof (Minderung) and/or to

withdraw from this Agreement (Wandlung) and/or to rescind this Agreement (Rucktritt) and/or any liability of Seller 1 and/or Seller 2 in tort (Deliktshaftung) shall hereby be expressly waived and excluded, provided however that this Section 6.2 shall not apply to the extent that Purchaser can prove fraudulent behaviour or wilful misconduct of Seller 1 and/or Seller 2, respectively. The obligations of Seller 1 pursuant to Section 4.5 shall remain unaffected.

6.3 Notwithstanding the aforesaid, any liability of Seller 1 and/or Seller 2 under this Agreement shall be several. In particular, any fraudulent behaviour or wilful misconduct of Seller 1 and/or Seller 2 shall not be invoked against the other Seller.

6.4 For the avoidance of doubt, any Warranties given for and on behalf of Warrantor pursuant to Section 7.1 below cannot be invoked against and do not create any liability against Sellers or any of them. For the avoidance of doubt, the obligations of Seller 1 pursuant to Section 4.5 shall remain unaffected.

S 7
Warranties

7.1 Seller 1 hereby warrants for and on behalf of the Warrantor who hereby agrees to be bound by such warranties (the "Warranties") the following effective as of the signing of this Agreement and as of the Closing Date:

7.1.1 Friadent has been validly formed as a limited liability company (GmbH) and exists under the laws of the Federal Republic of Germany. The Articles of Incorporation of Friadent, shareholders' resolutions and other corporate records which have been furnished to Purchaser or made available for review to Purchaser comprise all corporate records of a material nature of Friadent.

7.1.2 Sellers are the owners of all of the Shares in Friadent as described in S 1 above; there are no rights of Sellers or third parties to subscribe to new shares; except for the Main Share Pledge and the Minor Share Pledge the Shares are free from all liens, charges and encumbrances in favour of any of the Sellers or any third party; there exist no rights of preemption, purchase options or call options of third parties regarding the Shares; all cash capital contributions have been made in their full amount; repayments of subscriptions were not made. Sellers can freely dispose of the Shares.

Friadent owns the majority of the shares in the companies listed in Exhibit 7.1.2, (hereinafter referred to as the "Subsidiaries") (the shares owned by Friadent in the Subsidiaries are hereinafter referred to as the "Subsidiary Shares"). To the best of Seller 1 s knowledge there are no rights of Sellers or third parties to subscribe to new shares in the Subsidiaries. The Subsidiary Shares

are free from all liens, charges and encumbrances in favour of any of the Sellers or any third party; there exist no rights of preemption, purchase options or call options of third parties regarding the Subsidiary Shares; all cash capital contributions regarding the Subsidiary Shares have been made in their full amount; all capital contributions in kind regarding the Subsidiary Shares, if any, have been made and had the full value at which they were transferred and accepted; repayments of subscriptions were not made.

Friadent and the Subsidiaries are hereinafter referred to as the "Friadent Group".

7.1.3 The Financial Statements and the financial statements as of December 31, 1999 of the companies of the Friadent Group are true and correct in accordance with generally accepted accounting principles consistently applied by the respective members of the Friadent Group and fairly reflect the assets and liabilities of such companies in accordance therewith. Friadent has not made any dividend distributions after December 31, 1998.

7.1.4 To Seller 1's best knowledge the Friadent Group is entitled to use and to continue to use the company name "Friadent" as such name is presently used. After the Closing Date Sellers will not make any use of this name.

7.1.5 Exhibit 7.1.5 contains all patents and trade marks which are material to the operation of the business of the respective member of the Friadent Group and which are owned by the Friadent Group or licensed to it.

7.1.6 The Friadent Group has in the past been materially in compliance with all material legal and regulatory provisions applicable to the Friadent Group in connection with its business. To Seller 1's best knowledge, and on the basis of the presently existing laws no material additional conditions (gesetzliche Auflagen) are to be expected in the near future in relation to such business as presently conducted.

7.1.7 Access to copies of all contracts material to the operation of the Friadent Group existing as of the date of this Agreement and pertaining to the business of the Friadent Group (hereinafter referred to as "Material Contracts") has been given to Purchaser, including license agreements. Neither the Friadent Group nor, to the best knowledge of Seller 1, any of its contract partners is in material breach of any of the Material Contracts.

7.1.8 Except as listed in Exhibit 7.1.8 the Friadent Group is and was in the last 24 months prior to the signing of this Agreement not involved in any kind of proceedings pending before courts or administrative agencies or arbitration tribunals in which any individual claim or any series of product liability claims asserted exceed DM 100,000,00. To Seller 1's best knowledge there is also no threat of such proceedings.

7.1.9 To Seller 1's best knowledge, except as listed in Exhibit 7.1.9 there are no circumstances in existence which could materially affect the business of the Friadent Group as carried on as at the date of this Agreement (save to the extent that the same would be likely to affect to a similar extent generally all companies carrying on similar businesses).

7.1.10 All powers of attorney for individuals who are not employees of a company of the Friadent Group shall expire on the Closing Date, except for those listed in Exhibit 7.1.10.

7.1.11. No investment grants or subsidies shall be repayable as a consequence of the performance of this Agreement or any events or circumstances which were in existence on or before the Closing Date.

7.1.12. The real property presently owned by the Friadent Group (hereinafter referred to as "the Properties") is fully listed in Exhibit 7.1.12. The Properties are free of any encumbrances registered in the respective Land Register or in the process of being registered except for the encumbrances registered in the Second Division and the Third Division of the Land Register which are identified in Exhibit 7.1.12. There are no pending registrations being applied for.

7.1.13 As a result of the change in ownership of Friadent resulting from the acquisition by the Purchaser:

(i) no other shareholder of the Subsidiaries has the right to terminate the respective company, sell his shares to Friadent or acquire the shares of Friadent in the respective company; no shares owned by Friadent are subject to redemption;

(ii) no material license agreement of the Friadent Group includes a change of ownership clause which would permit termination of such agreement by the respective contract partner;

7.1.14 As per the Closing Date all material records of Friadent (relating to the Company in the period following its incorporation) and each of its Subsidiaries will be held by the applicable member of the Friadent Group or on behalf and to the order of any such company.

7.1.15 Between the date of this Agreement and the Closing Date:

(i) the operations of the Friadent Group will continue to be conducted in the ordinary course of business and consistent with past practice;

(ii) the assets of the Friadent Group will not be disposed of, except in the ordinary course of business;

(iii) no new share capital or other similar capital will be created or issued; and

(iv) the Friadent Group will not extend existing financing arrangements or enter into any new or additional financing arrangements which cannot be terminated on a day to day basis without cost.

7.2 Warrantor shall not be liable for a breach of any of the Warranties to the extent that Seller 1 discloses to Purchaser in writing with a copy to Warrantor between signing of this Agreement and the Closing Date any facts, circumstances or events which could constitute a breach of any of the Warranties. The same shall apply to those facts, circumstances and events which are otherwise known by Purchaser as at the date of this Agreement and/or as at the Closing Date.

7.3 Where any warranty herein is made at "Seller 1's best knowledge", the knowledge of Seller 1 shall be limited to the knowledge of any of Messrs. Walter Hund and Dr. Freimut Vizethum.

7.4 Sellers, Purchaser and Warrantor acknowledge and agree that Purchaser does not request any additional Warranties to those set out herein.

7.5 As used in this Agreement, the terms "warranty" and "guarantee" and the verbs "to warrant", "to guarantee" refer to separate promises of guarantee pursuant to Section 305 of the German Civil Code (BGB).

S 8
Liability of Warrantor

8.1 Rights of Purchaser for Breach of Warranty

8.1.1 In the event that any of the Warranties given above under Section 7 is partially or entirely incorrect, Purchaser shall be entitled to, subject to the other provisions of this Section 8:

(i) in the case of a breach of any of the Warranties contained in Section 7.1.1 and/or 7.1.2 as a direct consequence of which title to the Shares does not pass to Purchaser on Closing, to reclaim the Total Consideration against assignment to Warrantor of its Reimbursement Claim, provided however that Purchaser shall be entitled to withhold such assignment to the extent that Purchaser's claim for repayment of the Total Consideration is not satisfied; and

(ii) in the case of a breach of any of the other Warranties, to reduce, subject to the limitations set forth in Section 8.5 (ii) the Total Consideration by an amount equal to the damages resulting from the violation of the respective Warranty, the amount equalling such damages bearing interest at a rate of 6 per cent. per annum from the day the respective Warranty Claim is asserted by Purchaser against Warrantor by issuance of legal proceedings (Klageerhebung) until the day of payment of such Warranty Claim to the Purchaser with interest being due for payment together with payment of the principal amount; any

reduction pursuant to this Sub-Section (ii) shall be made against the amount set out in Section 4.1 (i) above.

8.1.2 If tax assessments for the Friadent Group are issued or amended with respect to any period of time prior to the Closing Date, any resulting

additional tax liabilities allocable to the period of time prior to the Closing Date including interest thereon falling due after the Closing Date shall be borne by Warrantor. This shall not apply to the extent that such tax liabilities had their origin in a mere shifting of taxable profits to another taxable year and there is correspondingly less tax in the following six years. However, interest shall be computed on such additional taxes paid until the dates of their recovery at the interest rate of 6 % and shall be considered as damage.

8.2 Provision and Compensation

Purchaser shall not be entitled to base any claims under Section 8.1 above on any facts, circumstances and events to the extent that:

(i) any provisions have been made in the Financial Statements for any such facts, circumstances and events; and/or

(ii) such claims will be compensated by an insurance company under any insurance policy of the Friadent Group; and/or

(iii) Purchaser has been compensated for any such facts, circumstances and events by the adjustment of the Cash Price pursuant to Section 4.3 (if any).

8.3 Remedial Action and Mitigation

If any facts, circumstances or events occur giving rise to a claim for breach of Warranty, then:

(i) Warrantor will be afforded a reasonable opportunity not exceeding 12 weeks to remedy the matter which is the subject of the claim to the extent that the facts, circumstances or events are capable of being so remedied; and

(ii) Purchaser shall, and shall procure that the members of the Friadent Group shall, co-operate with Warrantor to ensure that all reasonable steps are taken to mitigate any loss giving rise to the claim.

Purchaser shall in particular inform Warrantor in writing without undue delay in case third parties assert or threaten to assert claims of any kind against the Friadent Group, Purchaser or companies related to Purchaser which could result in a liability

of Warrantor according to this Agreement. Purchaser shall cause the Friadent Group to make available to Warrantor all appropriate documents and supply all appropriate information and shall give Warrantor access to the books and documents belonging to the business of the Friadent Group, to the extent that this is necessary to defend or remedy any such asserted claims.

8.4 De minimis

Purchaser shall be entitled to assert claims under this Agreement only if:

(i) an individual claim exceeds DM 75,000.00 (in words: German Marks seventy-five thousand), and

(ii) the sum total of individual claims exceeds DM 1,000,000.00 (in words: German Marks one million).

Where the limits set out in Section 8.4 (ii) are exceeded, Purchaser shall be entitled to assert claims for the sum of the excess over (ii) only. In any event, Purchaser shall be obliged in the first instance to seek satisfaction of its claims out of the funds contained in the Escrow Account from time to time and shall only be entitled to claim payments from Warrantor to the extent that the funds contained in the Escrow Account from time to time are insufficient to meet Purchaser's claims.

8.5 Limitation by amount

Claims asserted for breach of Warranties and/or for damages in lieu of specific performance under this Agreement shall be limited as follows:

(i) claims under Section 7.1.1 and/or 7.1.2 affecting the transfer of title to the Shares at Closing to 100 % of the Total Consideration (as adjusted pursuant to Section 4.3 above); and

(ii) claims under all other Warranties to 25 % of the Total Consideration (as adjusted pursuant to Section 4.3 above);

provided however that the sum of (i) and (ii) shall in no event exceed an amount equal to 100 % of the Total Consideration (as adjusted pursuant to Section 4.3 above).

8.6 Limitation Period

All claims of Purchaser under this Agreement including, without

limitation, any Warranty Claims and/or claims for specific performance shall become statute-barred (Verjahrung) within 18 months as of the date of this Agreement except for the following claims:

(i) claims made under Section 7.1.1 and/or 7.1.2 to the extent that they are for failure to transfer title to the Shares at Closing, which shall become statute-barred within 10 years from the date of this Agreement; and

(ii) claims relating to tax obligations, customs obligations and obligations relating to levies and social security obligations of the Friadent Group, which shall become statute-barred within 6 months from the date on which the respective assessment becomes res iudicata.

8.7 Right to rescind

In the event that between signing of this Agreement and before the Closing Date one or more breaches of Warranty are disclosed by Seller 1 to Purchaser in accordance with Section 7.2 above:

(i) which will not be fully compensated by the adjustment to the Cash Price in accordance with Section 4.3; or

(ii) which Warrantor is not able to remedy (objektive Unmoglichkeit) nor willing to be held liable for in accordance with Section 8 above (the intention to being held so liable having to be communicated to Purchaser in writing within 72 hours from the disclosure of the breach having been made to Purchaser);

then Purchaser shall be entitled to rescind this Agreement by written declaration of rescission to be received by Sellers no later than 48 hours after the expiry of the 72 hour period set out in (ii) above. In addition, Purchaser shall be entitled to so rescind the Agreement if the disclosure is such that a prudent business man as purchaser, in good faith and notwithstanding the remedies set out in (i) and (ii) above, could not reasonably be expected to proceed to Closing.

8.8 No other liabilities of and remedies against Warrantor

Any further rights and claims of Purchaser of whatsoever nature and on whatsoever legal basis, in particular, without limitation, any Warranty Claims of Purchaser other than expressly agreed upon in this Agreement are hereby expressly waived and excluded. This shall in particular apply to any claims based on precontractual fault (culpa in contrahendo), breach of contract (pVV) and/or the right to rescind this Agreement (Rucktritt) and/or to withdraw from this Agreement (Wandlung). The right to rescind set out in Section 8.7 shall remain unaffected.

In consideration of the Sellers entering into this Agreement, Guarantor unconditionally and irrevocably guarantees as a continuing obligation the proper and punctual performance by Purchaser of all its obligations under or pursuant to this Agreement.

S 10
Antitrust Clearance

10.1 The Parties acknowledge and agree that the transactions contemplated by this Agreement shall be notified to the Federal Cartel Office on the date of this Agreement or, at the latest, on the first day after the date of this Agreement on which banks are opened for general business in Germany. Purchaser undertakes in connection with the condition precedent set out in Section 3.2 above to use its best endeavours to obtain consent from the Federal Cartel Office to the transactions contemplated by this Agreement as soon as possible after the date of this Agreement. The Parties agree to promptly provide to each other such information and assistance as any of them may reasonably request in connection with the notification and filing and the progress thereof.

10.2 The primary responsibility for the necessary filings with the Federal Cartel Office in relation to all matters contemplated by this Agreement or arising therefrom shall lie with Purchaser rather than Seller 1 and/or Seller 2; however Purchaser shall:

(i) before sending any communication and/or documentation to the Federal Cartel Office consult with Seller 1 in relation thereto;

(ii) promptly provide to the Federal Cartel Office such information as the Federal Cartel Office may require in relation thereto to the extent that it lies within the control of Purchaser to provide such information without breaching any of Sellers' or third party rights in relation to confidential information; and

(iii) provide to Seller 1 copies of all correspondence sent by Purchaser to or received by Purchaser from the Federal Cartel Office in relation thereto.

10.3 Each of Sellers shall have the right in its absolute discretion to join the notification submitted by Purchaser to the Federal Cartel Office.

10.4 In the event that the condition precedent set out in Section 3.2 above has not been fulfilled by February 15, 2001, Seller 1 shall for and on behalf of Sellers be entitled to rescind this Agreement with immediate effect by written declaration to Purchaser; provided however that Seller 1 shall not exercise such right if the delay is such that a prudent business man in good faith could reasonably be expected to continue to be bound by this Agreement. This shall be deemed to be the case if the Federal Cartel Office has not indicated to any of the Parties that it has serious concerns to clear the transaction contemplated by this Agreement.

S 11
Taxes and Costs

11.1 Cost of Preparation and Advisers' Fees

Each of the Parties and Warrantor and Guarantor shall bear its own costs and expenses in connection with the preparation, execution and implementation of this Agreement, including any and all professional fees of its legal, tax and financial advisers including investment banks, as well as all costs and expenses for granting and issuing any necessary powers-of-attorney.

11.2 Transfer Taxes, Notarial and other Fees

Any transfer taxes, notarial costs and costs of the Federal Cartel Office in connection with the execution of this Agreement and the transactions contemplated hereunder, including registration costs, shall be borne by Purchaser.

S 12

Confidentiality

12.1 Confidentiality of Agreement

The Parties, Warrantor and Guarantor agree to keep confidential and secret the contents of this Agreement from third parties, except to the extent that they are obliged to disclose and to give notice of the same to any court or administrative authorities or otherwise or as set forth in Section 12.2.1. They will use reasonable efforts even in such cases to ensure that, notwithstanding any disclosure and notice to any courts or administrative authorities, confidentiality is maintained to the maximum extent possible.

12.2 Announcements

12.2.1 Except as required by law or by any governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the announcement or disclosure is subject, whether or not having the force of law, no announcement or circular or disclosure in connection with the existence or subject matter of this Agreement shall be made or issued by or on behalf of any of the Sellers or Purchaser without the prior written approval of the others, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller 1 shall without the consent of any of the other Parties be entitled to produce tombstones in relation to the transactions contemplated by this Agreement and to distribute the same in its absolute discretion.

12.2.2 Where any announcement or disclosure is made in reliance on the exception in Section 12.2.1, the Party making the announcement or disclosure will consult with the other Parties in advance as to the form, content and timing of the announcement or disclosure.

Notices

13.1 Notices in connection with this Agreement shall be addressed to the following addresses:

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(i) Seller 1:

Unter Sachsenhausen 4
50667 Cologne, Germany
Fax: + 221 145 1455
Attn.: Dr. Thomas Sonnenberg

(ii) Seller 2

Eisenbahnstr 19-23
77855 Achern, Germany
Fax: + 7841 - 708 301
Attn: Dr. Peter de Bra

(iii) Warrantor

same as Seller 2

(iv) Purchaser:

c/o Dentsply De Trey GmbH
De Trey Str. 1
78467 Konstanz
Fax: + 7531 - 583 104
Attn: William Walter Weston

With a copy to Guarantor

(v) Guarantor:

570 West Avenue
P.O. Box 872
York, PA 17405-0872, USA
Fax: + 717 849 4753
Attn.: Secretary

13.2 The aforesaid addresses shall remain valid and in force unless and until the other Parties have been notified in writing by registered mail of any other address.

13.3 All notices in connection with this Agreement must be in writing and shall become effective upon receipt. Notices by telefax, telegram or telex must be confirmed by unregistered mail.

S 14
Miscellaneous

14.1 Applicable Law

This Agreement is subject to and construed in accordance with the laws of Germany, provided however that any provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) or any other international uniform law shall not be applied.

14.2 Jurisdiction/Jurisdictional Venue

Jurisdiction for any disputes, controversies and claims arising out of or in connection with this Agreement and its performance shall exclusively be with the competent courts of Germany. Exclusive venue for such disputes, controversies and claims shall be Karlsruhe.

14.3 Amendments

All amendments to this Agreement, including, without limitation, a change of this Section 14.3 itself, must be made in writing and with the express reference to this Agreement, unless notarisation or any other form is required.

14.4 Interpretation

In this Agreement, unless the context otherwise requires the headings are inserted for convenience only and shall not affect the interpretation of this Agreement or any of its Sections.

14.5 Severability

If any of the provisions of this Agreement shall become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be

automatically amended and replaced without further action by the Parties hereto by such form, substance, time, measure and jurisdiction as shall be valid, effective and enforceable and as shall accomplish as far as possible the purpose and intent of the invalid, ineffective or unenforceable provision. The aforesaid shall apply mutatis mutandis for any situation not contemplated and covered by this Agreement.

14.6 Language

This Agreement shall be executed in the English language only provided however that:

(i) the German legal terms of art shall prevail wherever used in this Agreement, and

(ii) where no German legal terms of art are used, the English wording shall be given the legal meaning adscribed to the equivalent German legal terms.

(end of text)

EXHIBIT 10.22(a)

DATED 18TH JANUARY 2001

astrazeneca ab (1)

MAILLEFER INSTRUMENTS HOLDINGS S.A. (2)

AZLAD PRODUCTS agreement

THIS AGREEMENT is made on 18TH JANUARY 2001

BETWEEN:

(1) astrazeneca ab a company incorporated under the laws of Sweden and having its principal office at SE-151 85 Sodertalje, Sweden ("AZ"), and

(2) MAILLEFER INSTRUMENTS HOLDINGS S.A., a company incorporated under the laws of Switzerland and having its principal office at Chemin du Verger 3, CH-1338 Ballaigues, Switzerland (the "Purchaser").

BACKGROUND

A. AZ has developed and manufactures and sells worldwide a range of injectable dental local anaesthetic products and has registered various trade marks in respect thereof.

B. AZ has agreed with the Purchaser on the terms herein contained:

(i) to grant to the Purchaser a permanent, fully paid licence to use the Technical Information (as hereafter defined) to develop, manufacture and sell injectable dental local anaesthetic products in the Territory (as hereafter defined);

(ii) to grant to the Purchaser a permanent, fully paid licence to use certain trade marks in respect of specific injectable dental local anaesthetic products; and

(iii) to manufacture injectable dental local anaesthetic products for the Purchaser for a limited period of time.

C. AZ is also developing but has not yet launched a non-injectable periodontal anaesthetic product known as Oraqix intended for use as a local anaesthetic in the treatment of periodontitis and has agreed with the Purchaser to grant to the Purchaser rights in respect of Oraqix products in accordance with the Oraqix Agreement (as hereafter defined).

NOW THEREFORE IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement:

(i) the term "this Agreement" shall mean this Agreement and any Schedules and amendments hereto,

(ii) the terms "AZ" and "Purchaser" and references to the "Parties" shall, unless the context otherwise requires, mean AZ and its Affiliates or any one of them and the Purchaser and its Affiliates or any one of them and the term "Party" shall be construed accordingly.

1.2 In this Agreement the following terms shall have the following meanings:

"Affiliate" means any corporation, partnership, joint venture, limited liability company or other business entity now or hereafter controlling, controlled by or under common control with AZ or the Purchaser as the case may be and for the purposes of this definition "control" means the possession, whether direct or indirect, of the power to direct the management policies of a business entity, whether through the ownership of a majority of the voting rights in it or by contract.

"Agreement Date" means the date of this Agreement as shown above.

"Ancilliary Items" means the devices for the administration of AZLAD Products and the other items listed in Schedule 1.

"Applicable LIBOR" means the relevant LIBOR rate, which initially shall be the LIBOR rate published on 28th February 2001, but if and whenever thereafter the LIBOR rate published on the last business day of a month shall vary by at least one percentage point from the then current Applicable LIBOR, shall be increased or reduced as the case may be to the LIBOR rate published on such subsequent date.

"AZLAD Products" means the LAD Products manufactured and/or sold by AZ listed in Schedules 8 and 9 and described in the Marketing Authorisations for such products.

"AZLAD Products Manufacturing Agreement" means the agreement relating to the manufacture of AZLAD Products by AZ for the Purchaser to be entered into by the Parties on the Agreement Date in accordance with clause 6.1.

"AZ Marketing Authorisations" means the Marketing Authorisations granted to AZ in the Territory for the sale of AZLAD Products, including or comprising the Marketing Authorisations listed in Schedule 10.

"AZ Trade Marks" means the trade marks listed in Schedule 2, Part A.

"AZ Trade Marks Licence Agreement" means the agreement relating to the licensing of the AZ Trade Marks by AZ to the Purchaser to be entered into by the Parties on the Agreement Date in accordance with clause 3.

"Combined Gross Sales" means the aggregate combined Gross Sales of LAD Products and Oraqix Products.

"Competent Authority" means in respect of each Country the competent regulatory authority for the grant of Marketing Authorisations and/or manufacturing licences and approval of applications for the transfer of Marketing Authorisations

"Consideration" means the Fixed Consideration and the Contingent Consideration.

"Contingent Consideration" means the sum determined by reference to the month in which the Payment Date shall occur, calculated in accordance with clause 5.3.

"Contract Manufacturers" means Fujisawa and Pierrel.

"Contract Payment Date" means the earliest of:

(i) the date which is 14 days after the Purchaser shall have reported to AZ in accordance with clause 5.5, or the independent accounting firm referred to in clause 5.6, shall have reported to AZ and the Purchaser in accordance with clause 5.6 that the Combined Gross Sales in any Relevant Period shall have exceeded the Relevant Target; and

(ii) the date which is 14 days after the date when the condition contained in clause 5.4(ii) shall be fulfilled; and

(iii) the date which is 14 days after the date when AZ shall receive from the bank or other issuer of the Letter of Credit such notice as is referred to in clause 5.4(iii).

"Cost of Goods" means

(i) in respect of AZLAD Products manufactured by AZ, AZ's ex-works prices as shown in the price lists, by manufacturing location, contained in Schedule 3;

(ii) in respect of AZLAD Products manufactured by a Contract Manufacturer, AZ's direct purchase costs under the contract with the Contract Manufacturer for the manufacture and supply of such products plus the cost of the active ingredient supplied by AZ to the Contract Manufacturer, the costs applying in 2001 being shown in Schedule 3;

(iii) in the event of AZ purchasing AZLAD Products from the Purchaser during the period between the Effective Date and the Transfer Date, AZ's direct purchase costs; and

(iv) in respect of Ancilliary Items, AZ's direct purchase costs under contracts for the purchase of such items.

All costs quoted in local currencies shall be converted into US dollars by AZ in accordance with its standard accounting policies approved by its independent auditors for use in its financial statements.

"Country" means a country within the Territory.

"Dental Products" means injectable dental local anaesthetic drug products, being medicinal products designed for and placed on the market solely and specifically for use by dentists, periodontists, oral surgeons and other practitioners of dentistry. It is agreed that LAD Products are Dental Products, but multi-use vials, glass ampoules and topical formulations are not Dental Products for the purpose of this definition.

"Effective Date" means 1st March 2001.

"Existing Contracts" means Existing Dental Contracts and Existing General Contracts.

"Existing Dental Contracts" means the agreements listed in Schedule 5, Part A.

"Existing General Contracts" means the agreements listed in Schedule 5, Part B.

"Fixed Consideration" means the sum of US$96,500,000 (ninety-six million, five hundred thousand US dollars).

"Force Majeure" means any circumstances beyond the control of a Party, including strikes, lockouts, civil commotion, accidents, wars, acts of God and governmental regulations.

"Fujisawa" means Fujisawa Pharmaceutical Company Limited.

"General Transfer Arrangements" means the arrangements

for the provision of the Regulatory Know-How, Technical Information and Marketing Data by AZ to the Purchaser and the transfer of the AZ Marketing Authorisations set out in Schedule 4.

"GMP" means the requirements set out in the World Health Organisation code on "Good Practices for the Manufacture and Quality Control of Drugs" and/or other applicable regulations in the Country of manufacture concerning the manufacture, formulation, processing or packaging of pharmaceutical products.

"Gross Sales" means the aggregate sales prices (excluding VAT or other sales taxes) of LAD Products and Oraqix Products sold by either Party or its Affiliates or licensees subsequent to the Effective Date as shown in its financial statements prepared in accordance with US GAAP or other applicable accounting standards.

Any product sold or otherwise transferred (excluding supplies of clinical trial material or free samples) in other than an arm's length transaction or for other property (e.g. barter) shall be deemed sold at its fair market price in the Country of sale or transfer.

"Gross Sales" shall exclude sales or transfers of a product between the Purchaser (or, where appropriate, AZ) and their Affiliates and licensees or between the Parties unless the receiving party is the consumer or user of the product; however, the resale or retransfer of such product to a third party shall be included in "Gross Sales".

References to "licensees" shall exclude distributors whose function is to purchase and resell products.

Gross Sales made in a currency other than US dollars shall be converted from local currency to US dollars by the Purchaser (or, where appropriate, AZ) in accordance with its standard accounting policies approved by its independent auditors for use in its financial statements.

"LAD Product Category" means a LAD Product category set out in Schedule 2, Part A.

"LAD Products" means cartridges containing injectable dental local anaesthetic drug products, being medicinal products designed for and placed on the market solely and specifically for use by dentists, periodontists, oral surgeons and other practitioners of dentistry.

"Letter of Credit" means the letter of credit referred to in clause 5.10 or any letter of credit issued to AZ by way of substitution for or renewal of such letter of credit.

"LIBOR" means the 30 days US dollar BBA London Interbank Offered Rate as published by Reuters.

"Marketing Authorisations" means the registrations granted by the Competent Authorities in the Territory for the sale of LAD Products and, where applicable, for approval of prices and cost reimbursements, and where the context admits shall include any modifications or replacements thereof.

"Marketing Data" means the information relating to AZLAD Products listed in Schedule 4, Part C.

"Net Sales" means the aggregate gross invoice prices of products sold by AZ or its Affiliates or licensees after deducting VAT, consumption tax and other governmental duties, fees and charges, trade and quantity discounts, returns and allowances, rebates, charge backs and other post-sale performance related rebates, and retroactive price reductions, and less all transportation, insurance and brokerage costs relating to the products after release from the manufacturing site. For the purpose of computing Net Sales sold in a currency other then US dollars, such currency shall be converted from local currency to US dollars by AZ in accordance with its standard accounting policies approved by its independent auditors for use in its financial statements.

"Oraqix Agreement" means the agreement relating to the grant by AZ to the Purchaser of rights in respect of the non-injectable periodontal anaesthetic product known as Oraqix to be entered into by the Parties on the Agreement Date in accordance with clause 11.1.

"Oraqix Manufacturing Agreement" means the agreement relating to the manufacture of Oraqix Products by AZ for the Purchaser to be entered into by the Parties on the Agreement Date in accordance with the Oraqix Agreement.

"Oraqix Products" has the same meaning as in the Oraqix Agreement.

"Payment Date" means the date on which the Purchaser shall pay the Contingent Consideration to AZ.

"Pierrel" means Pierrel Farmaceutics S.p.A.

"Product Formulations" means the pharmaceutical formulations of AZLAD Products listed in Schedule 8.

"Product Packs" means the shelf keeping units of AZLAD Products listed in Schedule 9.

"Regulatory Know-How" means the information contained in the current approved regulatory dossier for each Product Formulation as filed in each Country and any additional information contained in the current core regulatory dossiers for each Product Formulation held by AZ.

"Relevant Period" means:

(i) during the first 12 months from the Effective Date, the number of calendar months (not being

less than 4 months) from such date which shall have expired; and

(ii) thereafter, any period of 12 calendar months ending after 28th February 2002.

"Relevant Target" means in respect of a Relevant Period the amount of Combined Gross Sales for such Relevant Period as set out in Schedule 13, Part A.

"Safety Information Exchange Agreement" means the agreement to be entered into by the Parties in accordance with clause 8.3.

"Technical Information" means the technical information required for the manufacture, analysis, packaging and storage of AZLAD Products contained in the current manufacturing binders for each Product Formulation held by each of AZ's production plants and any revisions of such information made during the term of the AZLAD Products Manufacturing Agreement.

"Territory" means the World, excluding India, subject to clause 7.6.

"Transfer Date" means

(i) in the case of each Country and Product Pack for which AZ shall hold an AZ Marketing Authorisation, the date when the Competent Authority shall approve the transfer of the Marketing Authorisation into the name of the Purchaser or its nominee or shall grant in place thereof a new Marketing Authorisation in the name of the Purchaser or its nominee, or such earlier date when the Purchaser shall be able to commence selling the Product Pack in the Country, whether as AZ's distributor or otherwise; and

(ii) subject to clause 4 relating to Existing Contracts, in all other cases, the Effective Date or such later date when the Purchaser or its distributor or agent shall be able to commence selling the Product Pack in the Country.

"Transferring Employees" means the employees listed in Schedule 6.

"Warranties" means the warranties contained in clause 13.1.

"Warranty Claim" means any claim made by the Purchaser or any person deriving title from the Purchaser against AZ under the Warranties.

1.3 In this Agreement, where appropriate, words denoting the masculine gender shall include the feminine and neuter genders and vice versa; words denoting a

singular number shall include the plural and vice versa; references to the definite article shall include the indefinite article and vice versa; references to persons shall include firms, companies and other organisations and vice versa; words such as "include" or "including" are to be construed without limiting the generality of the preceding words and references to "from" any date shall mean "from and including" such date.

2. TECHNICAL INFORMATION LICENCE

2.1 With effect from the Effective Date, AZ grants to the Purchaser a permanent, royalty-free licence to use the Technical Information for the purpose of developing, manufacturing, having manufactured, using, selling and dealing in the Territory in Dental Products, such licence to be exclusive (subject to clause 4.1) for the period of ten years and thereafter to be non-exclusive. After the expiry of such period of 10 years, the restriction on use of the Technical Information by the Purchaser shall cease. It is agreed that the rights hereby granted to the Purchaser shall not at any time preclude AZ from using the Technical Information in respect of products other than Dental Products.

3. AZ TRADE MARKS LICENCE AND ASSIGNMENT

3.1 On the Agreement Date, the Parties shall enter into the AZ Trade Marks Licence Agreement.

3.2 Within 90 days after the Effective Date, AZ shall assign to the Purchaser the AZ Trade Marks NUROCAIN(R), XYLOTOX(R) and LIGNOSTAB(R) and all goodwill therein but without the goodwill of the business in the goods in respect of which such trade marks are registered in all Countries in which they are registered by AZ as listed in Schedule 2, Part B and shall assign to the Purchaser its right and interest in such AZ Trade Marks in other Countries where they are used by AZ in respect of AZLAD Products as listed in Schedule 2, Part C. Such assignments shall be in the form set out in Schedule 12 or in such other form to be agreed between the Parties based so far as practicable on the form set out in such Schedule as shall be appropriate for assignment and, as applicable, registration purposes in such Countries. The Purchaser shall register such assignments in respect of the registered AZ Trade Marks at the relevant registries at its own expense.

3.3 To the extent that AZ is able to do so, with effect from the Effective Date AZ grants to the Purchaser the right to use the colour coding and trade dress of AZLAD Products in use at the Effective Date in connection with the relevant LAD Products manufactured and sold by the Purchaser.

4. EXISTING CONTRACTS

4.1 The rights granted by AZ to the Purchaser under or pursuant to this Agreement shall be subject to the Existing Contracts.

4.2 The Parties recognise that the Existing Dental Contracts relate to Dental Products only and the Existing General Contracts relate to Dental Products and other products. The Parties further recognise that some or all of the Existing Dental Contracts may not be assignable by AZ to the Purchaser without the consent of the other party thereto.

4.3 In the case of each Existing Dental Contract which is assignable by AZ to the Purchaser without the consent of the other party thereto, AZ shall assign the Existing Dental Contract to the Purchaser with effect from the Effective Date. Under the terms of such assignment, all receivables, expenditure and liabilities arising under the Existing Dental Contract in respect of any act, omission, event or period up to the Effective Date shall be payable to or borne by AZ and all receivables, expenditure and liabilities arising under the Existing Dental Contract in respect of any act, omission, event or period on or after the Effective Date shall be payable to or borne by the Purchaser.

4.4 In the case of each Existing Dental Contract which is not assignable by AZ to the Purchaser without the consent of the other party thereto, AZ shall use its reasonable endeavours to obtain such consent for the assignment of the Existing Dental Contract to the Purchaser on the terms set out in clause 4.3.

4.5 In the case of each Existing General Contract, AZ shall use its reasonable endeavours to persuade the other party thereto to enter into new agreements with the Purchaser and AZ with effect from the Effective Date relating to Dental Products and other products respectively in substitution for the Existing General Contract, the new agreement relating to Dental Products being on the same terms mutatis mutandis as the Existing General Contract and in accordance with the terms set out in clause 4.3.

4.6 In the case of any Existing Dental Contract where AZ shall fail to obtain the consent of the other party to the assignment of the Existing Dental Contract on the terms stated in clause 4.4, and in the case of any Existing General Contract where AZ shall fail to persuade the other party to enter into agreements on the terms stated in clause 4.5, the Parties shall co-operate with each other so as to provide the Purchaser with effect from the Effective Date to the greatest extent possible with the benefit and burden of the Existing Contract so far as it relates to Dental Products.

4.7 The provisions of clause 4.6 shall not preclude AZ from exercising any right to terminate an Existing Contract, provided that before exercising such right it shall

consult with the Purchaser as soon as reasonably practicable and in such consultation each Party shall have due regard to the commercial interests of the other Party, provided that significant weight shall be given to the objective of clause 4.6.

5. CONSIDERATION

5.1 Subject and without prejudice to:

(i) the provisions of clause 8 of the Oraqix Agreement relating to the payment by the Purchaser to AZ in the circumstances therein stated of certain milestone and royalty payments, and

(ii) any other provisions contained in this Agreement or any supplemental agreement requiring the Purchaser to bear any costs or to pay or reimburse any sums to AZ

the Consideration comprises the entire consideration payable by the Purchaser to AZ for the rights granted by AZ to the Purchaser under this Agreement and the AZLAD Products Manufacturing Agreement, the AZ Trade Marks Licence Agreement, the Oraqix Agreement and the Oraqix Manufacturing Agreement, including the consideration for the sale of the manufacturing equipment owned by AZ to be transferred by AZ to the Purchaser in accordance with the AZLAD Products Manufacturing Agreement and the Oraqix Manufacturing Agreement when it ceases to manufacture AZLAD Products or Oraqix Products (as the case may be) for the Purchaser in accordance with such Agreements. The proportion of the Consideration attributable to such manufacturing equipment shall be an amount equal to the value of such equipment at the date of transfer as agreed between the Parties or, in default of agreement, determined by an independent expert and AZ shall render invoices for such manufacturing equipment to the Purchaser or its nominee at the date of transfer. It is recognised that the net purchase price for such equipment shall have been paid as part of the Fixed Consideration, but, depending on the identity of the purchaser and seller, MOMS or other sales taxes may additionally be payable at the time of transfer.

5.2 The Fixed Consideration shall be paid in full on the Effective Date by telegraphic transfer to the following bank account:

Bank Name: SEB Stockholm
Account No: 5201 8232029
Swift: ESSE SESS.

5.3 The Contingent Consideration shall be a sum which shall increase on a monthly basis as follows:

(i) In the first calendar month after the Effective Date, that is in March 2001, the amount of the Contingent Consideration shall be US$20,000,000 (twenty million US dollars).

(ii) At the start of each succeeding calendar month, the amount of the Contingent Consideration shall be increased on a compound basis by Applicable LIBOR multiplied by 30/360. The table contained in Schedule 13, Part B illustrates what the amount of the Contingent Consideration would be in each month in the period from the Effective Date until 31st December 2002 if Applicable LIBOR was at all times 6.5%.

5.4 The Contingent Consideration shall be payable in full in any of the following cases:

(i) if in any Relevant Period the Combined Gross Sales shall exceed the Relevant Target; or

(ii) if at any time the Purchaser shall dispose of or discontinue the whole or a material part of its business of selling LAD Products and Oraqix Products. For the purpose of this paragraph (ii), the Purchaser shall be deemed to have disposed of or discontinued a material part of such business if in any period of 12 months it shall cease to sell in one or more Countries certain Product Packs and/or Oraqix Products (otherwise than as part of a bona fide product rationalisation programme designed to increase sales) and in the preceding period of 12 months, whether falling before or after the Agreement Date, the Combined Gross Sales of such Product Packs and Oraqix Products in the said Countries shall have represented not less than 5% of Combined Gross Sales of all LAD Products and Oraqix Products in the Territory in such period. Until the Contingent Consideration shall have been paid, the Purchaser shall inform AZ in writing of each disposal or discontinuance of any part of its business of selling LAD Products and Oraqix Products and shall provide AZ on a monthly basis with the Gross Sales information required by AZ to ascertain whether the condition contained in this clause 5.4(ii) shall have been fulfilled; or

(iii) if the bank specified in Schedule 13, Part C or other issuer of the Letter of Credit shall give to AZ notice in writing that it elects not to consider the Letter of Credit automatically extended on the next expiry date, being an expiry date prior to 1st March 2008.

5.5 Within 60 days after the end of each month, the Purchaser shall give to AZ a written report of the Combined Gross Sales during the Relevant Period expiring at the end of such month.

5.6

The Purchaser shall keep accurate records in accordance with applicable generally accepted accounting principles showing the information which is necessary for the accurate determination of Gross Sales. Such records shall be kept at the Purchaser's principal place of business or other location approved by AZ for at least 5 years from the end of the calendar year to which they pertain. The Purchaser agrees to permit a certified public accountant or a person possessing similar professional status and associated with an independent accounting firm acceptable to the Parties to inspect such records during regular business hours to check the accuracy of the reports given by the Purchaser in accordance with clauses 5.4(ii) and 5.5. The accounting firm shall enter into appropriate obligations with the Purchaser to treat all information it receives during its inspection in confidence. The accounting firm shall disclose to AZ and the Purchaser only whether the Gross Sales' reports of the Purchaser are correct and details concerning any discrepancies, but no other information shall be disclosed to AZ. The charges of the independent accounting firm shall be paid by AZ, except if the Gross Sales have been mis-stated by more than 2 per cent in which case the charges shall be paid by the Purchaser.

5.7 The Purchaser shall pay the Contingent Consideration to AZ on the Contract Payment Date or on such earlier date as the Purchaser, by notice in writing given to AZ on or after 1st July 2001, shall stipulate.

5.8 The Contingent Consideration shall be paid by telegraphic transfer to the bank account referred to in clause 5.2 or to such other bank account as AZ by notice in writing to the Purchaser shall designate.

5.9 The Contingent Consideration shall not be payable if neither of the conditions contained in clause 5.4 shall be fulfilled, provided that in no circumstances shall the Contingent Consideration be repayable if paid by the Purchaser prior to the fulfilment of such conditions.

5.10 As security for the Purchaser's contingent obligation to pay the Contingent Consideration the Purchaser shall at its own expense procure for the exclusive benefit of AZ and shall deliver to AZ on the Effective Date an irrevocable letter of credit from the bank specified in Schedule 13, Part C in the form set out in Schedule 13, Part C.

5.11 All sums payable under this Agreement shall be paid without deduction of any bank or transfer charges. All sums are net of MOMS (i.e. Swedish value added tax) and other similar sales taxes which shall be added if appropriate. All sums shall be paid without deduction for any tax or duty levied outside Sweden, unless applicable laws require that taxes be withheld. Gross up shall not be made by the Purchaser to the extent that AZ can obtain relief, including credits or

exemptions, for such taxes under the relevant Double Taxation Agreement or Swedish law but, if no such relief is available, the Purchaser shall gross up the payment so that AZ shall receive the net amount to which it is entitled. The Purchaser and AZ shall mutually co-operate to apply any treaty relief that is available which reduces the level of taxes required to be withheld. If applicable laws require that taxes be withheld, the Purchaser will deduct those taxes from the remittable payments, make timely payment of the taxes to the proper taxing authority and send proof of such payment to AZ within sixty days following that payment. The Purchaser agrees to take all steps reasonably requested by AZ to minimise such taxes to AZ.

5.12 Each Party shall reimburse to the other Party within 60 days of receipt of the other Party's invoice any expenses borne by such other Party which under the terms of this Agreement the first Party is liable to reimburse.

5.13 In the event of any delay in payment of the Consideration or reimbursement of any expenses and without prejudice to any other remedies available, interest shall be payable at LIBOR plus 3% or, in the case of the Contingent Consideration at LIBOR plus 5%.

5.14 This Agreement shall be conditional upon:

(i) the Purchaser paying the Fixed Consideration to AZ in full on the Effective Date, and

(ii) the Purchaser delivering the original, duly executed Letter of Credit to AZ on the Effective Date.

In the event that any default in payment of the Fixed Consideration or delivery of the Letter of Credit shall continue for more than seven days after the Effective Date, AZ shall be entitled to cancel this Agreement by written notice to the Purchaser without prejudice to any other right or remedy of AZ in respect of such breach. In the event of such cancellation, the AZLAD Products Manufacturing Agreement, the AZ Trade Marks Licence Agreement, the Oraqix Agreement and the Oraqix Manufacturing Agreement shall automatically be cancelled at the same time and the Parties shall execute any documents which shall be appropriate to give effect to such cancellation.

6. AZLAD PRODUCTS MANUFACTURING AGREEMENT

6.1 On the Agreement Date, the Parties shall enter into the AZLAD Products Manufacturing Agreement relating to the manufacture and packaging of AZLAD Products by AZ for the Purchaser.

7. TRANSFER OF AZ MARKETING AUTHORISATIONS

7.1 The Purchaser, or AZ in co-operation with the Purchaser, shall make such applications to the Competent Authorities in the Territory as shall be necessary for the purpose of transferring the AZ Marketing Authorisations to the Purchaser or, if appropriate, for the grant of new Marketing Authorisations in the name of the Purchaser or its nominee in place thereof, such applications to be made to the extent reasonably possible within 90 days after the Agreement Date. If AZ shall be obliged to make such application, the Purchaser shall provide it with such information and assistance as shall be necessary. The duties of each Party are further detailed in Schedule 4, Part D. The Party responsible for making the application shall notify the other Party promptly of the date when the transfer is effected.

7.2 Pending and until the transfer of the AZ Marketing Authorisations or the grant of new Marketing Authorisations in place thereof and subject to the Purchaser diligently performing its obligations under clause 7.1, AZ shall maintain the AZ Marketing Authorisations in force, but AZ's obligations under this clause 7.2 shall cease upon the expiry of 36 months from the Effective Date.

7.3 All fees payable to the Competent Authorities relating to the transfer of the AZ Marketing Authorisations or the grant of new Marketing Authorisations in place thereof or the maintenance of the AZ Marketing Authorisations after the Effective Date shall be borne by the Purchaser.

7.4 The provisions of clauses 7.1 to 7.3 shall be subject, where applicable, to the provisions of clause 4 relating to the Existing Contracts.

7.5 In the case of any Country and Product Pack for which the Marketing Authorisation for AZLAD Products shall be held by a third party at the Effective Date, and where the provisions of the Existing Contracts shall not apply, AZ shall provide such assistance to the Purchaser as it may reasonably require in order to enable it to sell such Product Packs or to have the benefit of existing sales arrangements for such Product Packs in such Country.

7.6 In the case of Libya and Iraq, the Purchaser may by notice in writing to AZ given on or before 15th March 2001 decline to accept the grant of any rights under this Agreement in respect of either or both such Countries. In such event, this Agreement shall be construed as if the definition of the Territory excluded such Country or Countries.

8. GENERAL TRANSFER ARRANGEMENTS

8.1 The transfer of the Regulatory Know-How, Technical Information and Marketing Data by AZ to the Purchaser shall be effected on a Country by Country basis in accordance with the General Transfer Arrangements.

8.2 AZ shall provide the Purchaser with such further assistance as may reasonably be requested by the Purchaser in connection with its manufacture and sale of LAD Products in accordance with the General Transfer Arrangements.

8.3 The Parties shall enter into the Safety Information Exchange Agreement in the form set out in Schedule 11 on or as soon as practicable after the Effective Date.

9. INTERIM ARRANGEMENTS

9.1 During the period from the Effective Date until the Transfer Date, the Parties shall endeavour to enable the Purchaser to sell each Product Pack in each Country, including AZ appointing the Purchaser as AZ's distributor in such Country, if necessary, but if it shall not be feasible or legally permissible for the Purchaser to sell a Product Pack in a Country, AZ shall continue to sell such Product Pack in such Country and shall account to the Purchaser for an amount equal to Net Sales less 3% less Cost of Goods. Within 60 days after the end of each month, AZ shall deliver to the Purchaser a statement setting forth the calculation of Net Sales in relevant Countries and the calculation of the amount owing to the Purchaser and shall at the same time pay to the Purchaser the amount due to the Purchaser in respect thereof. Payments by AZ to the Purchaser shall be effected by telegraphic transfer to such bank account as the Purchaser may from time to time specify and until otherwise specified to:

9.2

Bank Name: Union Banques Suisses
Bank Address: 1400 Yverdon-Les-Bains
Swift: UBSWCHZH80A
Account No: 297-701.047.60A
Account Name: Maillefer Instruments Holdings S.A.

9.3 During the period from the Effective Date until the Transfer Date, AZ shall have no obligation to promote sales of AZLAD Products in the Territory, without prejudice to AZ's obligation under clause 9.1 to conduct, but not to promote, sales of AZLAD Products from the Effective Date until the Transfer Date.

9.4 For avoidance of doubt, it is agreed that if, in respect of any Product Pack in any Country during the period from the Effective Date until the Transfer Date, AZ shall manufacture and release for sale stocks of such Product Pack in accordance with orders placed by the Purchaser under the provisions of the AZLAD Products Manufacturing Agreement, the provisions of

this clause 9 shall apply and the Purchaser shall not purchase and pay for such stocks under the terms of the AZLAD Products Manufacturing Agreement.

9.5 At the time when the Purchaser shall be able to commence selling a Product Pack in a Country, subject to all relevant regulatory provisions:

(i) the Parties shall at the Purchaser's cost write to all dealers and major direct customers in such Country to notify them of the new distribution arrangements and AZ shall transfer to the Purchaser and the Purchaser shall take over from AZ all unfulfilled orders for the sale of such Product Packs in such Country;

(ii) AZ shall sell to the Purchaser or its designated Affiliate and the Purchaser or such Affiliate shall purchase the marketable stocks of such Product Pack already packaged and/or labelled for sale in the Country, including the stocks referred to in clause 9.3 remaining unsold, at AZ's normal gross invoice prices for sale to third parties, provided that the Purchaser shall not be obliged to purchase stocks having a remaining shelf life of less than seven months and shall be obliged to purchase stocks only to the extent of the level of inventory, normal and historic, reasonable to satisfy demand within such shelf life period; and

(iii) the Parties shall undertake a joint stock count to verify the volume of AZLAD Products to be sold under paragraph (ii).

9.6 AZ shall render an invoice to the Purchaser for the price of the stocks sold in accordance with clause 9.4 promptly after the Parties have conducted the physical count thereof and the Purchaser shall pay such invoice within 60 days. Where applicable, VAT, sales taxes and similar taxes shall be added at the prevailing rate to the price of the marketable stocks sold in accordance with clause 9.4.

9.7 For avoidance of doubt, the stocks sold by AZ to the Purchaser in accordance with clause 9.4(ii) shall be included in the sales for which AZ shall account to the Purchaser in accordance with clause 9.1, provided that there shall be no reduction of three percent (3%) for such sales and any such sales of stock shall be specifically identified as to the location from which such stocks are transferred to the Purchaser.

9.8 During the period in which AZ shall continue to sell Product Packs under clause 9.1, AZ shall conduct such activities in the ordinary course of business and consistent with past practice.

9.9 In the USA, during the period from the Transfer Date until the date when the Contingent Consideration shall be paid by the Purchaser to AZ, the Purchaser shall reinstate a dual distribution system of LAD Products whereby it shall sell LAD Products both to dealers and end users in order to maximise Gross Sales of LAD Products in the USA.

10. ANCILLIARY ITEMS

10.1 During the period in which AZ shall continue to sell any Product Pack in a Country under clause 9.1, AZ shall sell Ancilliary Items on the Purchaser's behalf in such Country. In respect of such sales and the sale by AZ to the Purchaser of AZ's marketable stocks of Ancilliary Items, the provisions of clause 9 shall apply mutatis mutandis.

10.2 Subject to clause 10.1, AZ shall have no obligation to sell Ancilliary Items after the Effective Date.

10.3 AZ shall provide the Purchaser with assistance to enable it to obtain further supplies of Ancilliary Items in accordance with the General Transfer Arrangements.

11. ORAQIX AGREEMENT

11.1 On the Agreement Date the Parties shall enter into the Oraqix Agreement.

12. AZ RESTRICTIONS

12.1 AZ undertakes to the Purchaser that it will not during the period of ten years from the Effective Date (otherwise than on behalf of or in co-operation with the Purchaser or in accordance with the provisions of this Agreement):

(i) be engaged or interested in the Territory in the manufacture or sale of Dental Products, or

(ii) grant to any other person the right to sell or provide to any other person any assistance for the purpose of selling Dental Products in the Territory.

12.2 AZ undertakes to the Purchaser that it will not at any time after the Agreement Date (otherwise than as aforesaid):

(i) use or grant to any other person the right to use the AZ Trade Marks in the Territory for any purpose except in connection with local anaesthetic products other than Dental Products, or

(ii) use or grant to any other person the right to use the AZ Trade Mark ASTRACAINE(R) in the Territory for any purpose.

12.3 For avoidance of doubt, no breach of the restrictions contained in clause 12.1 shall be committed by AZ by reason of another member of any group of companies of which AZ may hereafter become a member, not being an Affiliate of AZ at the Agreement Date, being engaged or interested in the manufacture or sale of Dental Products, without assistance from AZ.

13. WARRANTIES AND UNDERTAKINGS

13.1 AZ warrants to the Purchaser that in respect of the Territory, except as disclosed in Schedule 14 and subject to the Existing Contracts:

(i) it is the owner of and is entitled to license the AZ Trade Marks as listed on a Country by Country basis in Schedule 2, Part B and, to the best of its knowledge, the use of them on or in relation to AZLAD Products in such Countries will not infringe the rights of any other person;

(ii) it is the owner of and is entitled to transfer the Technical Information to the Purchaser free and clear of any liens and claims;

(iii) to the best of its knowledge, it is the owner of and is entitled to transfer the Regulatory Know-How and the Marketing Data to the Purchaser free and clear of any liens and claims;

(iv) it is the owner of and has the right to transfer all the AZ Marketing Authorisations all of which are in force and, to the best of its knowledge, the regulatory dossiers presented to each authority for registering AZLAD Products describe the action of AZLAD Products and set forth their quality, safety and efficacy characteristics;

(v) to the best of its knowledge, the financial information listed in Schedule 15 given by AZ to the Purchaser in writing with respect to AZLAD Products was when given true and accurate in all material respects and no circumstance has arisen since such information was supplied which would render such information untrue or inaccurate in any material respect;

(vi) no action or proceeding, including government proceedings, having, or that may have, a material adverse effect on AZ's business of manufacturing and selling AZLAD Products, has been commenced or continued during the past two years, nor is any such action or proceeding

pending against AZ with respect to AZLAD Products, the Regulatory Know-How, the Technical Information or the Marketing Data;

(vii) with respect to AZLAD Products and their manufacture and sale, there is no material non-compliance or alleged non-compliance by AZ with any applicable statute, order or regulation and no material infringement or alleged infringement by AZ of any proprietary right of any third party;

(viii) it has no commitment to supply AZLAD Products to customers in the Territory, other than commitments entered into in the ordinary course of business, which is not terminable upon no more than 90 days' notice by it or the Purchaser without compensation for breach of contract;

(ix) to the best of its knowledge, the AZ Trade Marks, the Marketing Authorisations, Regulatory Know-How and Technical Information comprise all of such items and information necessary for the operation of the AZLAD business as conducted by AZ;

(x) the Existing Contracts, true copies of which have been made available for review by the Purchaser, are all of the agreements entered into by AZ which will impose limitations or obligations of an onerous or long-term nature on the Purchaser in connection with its operation of the business of manufacturing and selling LAD Products; and

(xi) having regard to the AZLAD Products business of AZ as a whole and excluding general business trends, there has been no material adverse change in such business occurring since 14th August 2000.

13.2 Each Party hereby warrants to the other that:

(i) it is validly existing and in good standing under the jurisdiction of its incorporation and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement;

(ii) the execution, delivery and performance by it of this Agreement will not violate any provision of any law or regulation presently in effect having applicability to it or any provision of its charter or by-laws or similar organisational document or result in a breach of any obligation or restriction binding it;

(iii) this Agreement is a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms and conditions; and

(iv) it is not under any obligation to any person, contractual or otherwise, or under any court order or decree which would be violated by or prevent the entering into of this Agreement and the consummation of the transactions described herein or which it knows to be conflicting or inconsistent in any respect with the terms of this Agreement or which it knows would impede the diligent and complete fulfilment of its obligations hereunder.

13.3 The Purchaser acknowledges:

(i) that the Warranties given by AZ in this clause are the only representations or warranties given by or on behalf of AZ upon which the Purchaser may rely in entering into this Agreement;

(ii) that no other statement or forecast made by or on behalf of AZ may form the basis of any claim by the Purchaser in connection with this Agreement; and

(iii) that any Warranty Claim shall be subject to the following provisions of this clause 13.

13.4 The liability of AZ under the Warranties shall be limited as follows:

(i) there shall be disregarded for all purposes, except for the purpose of calculating whether the aggregate sum referred to in clause 13.4(ii) has been reached, any breach of the Warranties in respect of which the amount of damages to which the Purchaser would otherwise be entitled shall be less than US$100,000. For the purpose of this calculation, all breaches of a particular Warranty shall be deemed to constitute a single breach of such Warranty;

(ii) the Purchaser shall not be entitled to recover damages in respect of any breach or breaches of the Warranties unless the amount of damages in respect of such breach or breaches exceeds in aggregate the sum of US$1,000,000 in which event, subject to clause 13.4(i), the Purchaser may recover the whole of the damages and not simply the excess over US$1,000,000; and

(iii) the maximum aggregate liability of AZ in respect of all breaches of the Warranties shall

not exceed the amount of the Consideration.

13.5

(i) If the Purchaser becomes aware of any matter which is likely to give rise to a Warranty Claim, it shall within 30 days give notice thereof in writing to AZ, provided that the failure to give such notice within 30 days shall not preclude or bar such claims but shall reduce such claims to the extent of prejudice to AZ.

(ii) If the Warranty Claim arises from any liability to a third party the Purchaser shall take such action to avoid, dispute or compromise such liability as AZ may reasonably request and AZ shall be entitled to have the conduct of any negotiations and proceedings relating thereto, subject to AZ indemnifying the Purchaser against any liability, increased liability, loss or expense which the Purchaser may incur as the result of such action.

(iii) Without prejudice to the Purchaser's duty to mitigate any loss in respect of any breach of the Warranties, if in respect of any matter which would otherwise give rise to a breach of the Warranties the Purchaser is entitled to claim under any policy of insurance, the amount of the Purchaser's claim for breach of the Warranties shall be reduced by the amount of insurance monies to which the Purchaser shall be entitled.

13.6 AZ shall cease to have any liability under the Warranties contained in clauses 13.1(i) and (ii) on the tenth anniversary of the Effective Date and shall cease to have any liability under the other Warranties on the third anniversary of the Effective Date, except in respect of any Warranty Claims made by the Purchaser in writing prior to such dates.

13.7 Any payment made by AZ in respect of a breach of the Warranties shall be deemed to be a reduction of the Consideration.

14. [DELETED]

15. EMPLOYEES

15.1 On the Effective Date the Purchaser shall offer to employ the Transferring Employees with effect from the relevant Transfer Date or such other date as the Parties may agree or the laws of the relevant Country may require ("Employment Transfer Date") on terms in general regarding compensation and the provision of health and similar benefits going forward not less favourable to the Transferring Employees than their current terms of employment, full details of which have been supplied by AZ to the Purchaser in writing.

15.2 During the period from the Effective Date to the Employment Transfer Date the Purchaser shall reimburse to AZ the employment costs and other direct overheads, to the extent not covered in the Cost of Goods, attributable to the Transferring Employees, full details of which have been supplied by AZ to the Purchaser in writing.

15.3 Subject to clause 15.1, AZ shall indemnify the Purchaser against any and all claims, costs and expenses which are asserted against the Purchaser by any non-Transferring Employees of AZ.

15.4 Subject to clause 15.1, the Purchaser shall not without AZ's written consent seek to induce any of AZ's employees engaged in the manufacture or sale of AZLAD Products to leave AZ's employment, such restriction to continue until 6 months after the expiry of the AZLAD Products Manufacturing Agreement in the case of employees engaged in the manufacture of AZLAD Products and until 12 months after the Effective Date in the case of other employees. This provision shall not apply to or prohibit general employment advertising to which any such employee may respond, nor prohibit the Purchaser from responding to unsolicited inquiries.

16. CONFIDENTIALITY

16.1 All information of a confidential or proprietary nature, including the Regulatory Know-How, the Technical Information and the Marketing Data, received or obtained by either Party from the other under or in connection with this Agreement shall be treated as confidential ("Confidential Information") by both Parties and shall not be disclosed by either Party to any third party or used by either Party except:

(i) to the extent necessary to fulfil the express purposes of this Agreement, or to exercise any rights granted under this Agreement;

(ii) in the case of information disclosed by AZ, as required for or in connection with its business relating to medical products or its business outside the Territory relating to dental products; or

(iii) as required by law, or any regulatory or governmental authority.

16.2 In the event of a Party disclosing Confidential Information to a third party in accordance with clauses 16.1(i) or (ii), it shall ensure that the recipient is aware of the confidential nature of such information and, in the case of information relating solely to dental products, shall be bound by the same restrictions on use and disclosure as the disclosing Party.

16.3 The following information is not subject to the above confidentiality obligations or restrictions on use:

(i) information which, at the time of acquisition, is in the public domain;

(ii) information which, after acquisition, becomes part of the public domain by publication or otherwise, except by breach of obligation of the receiving Party;

(iii) information which the receiving Party can establish by competent proof was in its possession at the time of acquisition and not subject to any restriction on disclosure or use;

(iv) information independently developed by the receiving Party without the benefit or use of Confidential Information of the other Party; and

(v) information received from third parties, provided that such information was not obtained by such third party, indirectly or directly, from the other Party under obligation of confidence.

16.4 The obligations and restrictions imposed by this clause shall continue in force for the duration of 10 years from the Effective Date.

17. INDEMNIFICATION

17.1 The Purchaser shall indemnify AZ and each of its officers, employees and agents (each an "AZ Indemnitee") against any losses, damages, liabilities or expenses in connection with any actions or demands that may be brought against any AZ Indemnitee by any non-Affiliate of the Parties arising out of the manufacture, use or sale of any AZLAD Product by the Purchaser, or by AZ in accordance with the AZLAD Products Manufacturing Agreement, the Existing Contracts, or clause 9.1 of this Agreement, including any investigation by any governmental agency with respect to the quality of such Product, or any claim for death, personal injury or property damage asserted by any user of such Product, provided that the Purchaser shall not be obliged to indemnify any AZ Indemnitee from any loss, damage, liability or expense in connection with any action or demand arising out of any event or circumstance in which AZ is obliged to indemnify the Purchaser pursuant to clause 17.2.

17.2 AZ shall indemnify the Purchaser and each of its officers, employees and agents (each a "Purchaser Indemnitee") against any losses, damages, liabilities

or expenses in connection with any actions or demands that may be brought against any Purchaser Indemnitee by any non-Affiliate of the Parties to the extent such event or circumstance (i) occurred before the Effective Date or (ii) arises out of the manufacture of AZLAD Products by AZ otherwise than in accordance with applicable GMP and the relevant Marketing Authorisation or the sale of AZLAD Products by AZ otherwise than in accordance with the relevant Marketing Authorisation.

17.3 As promptly as practicable after any indemnitee referred to in clauses 17.1 or 17.2 obtains knowledge of any action or demand as to which it will or may be entitled to indemnity under such clause, it shall give notice to the Parties, provided that the failure to give such notice shall not preclude or bar such claims but shall reduce such claims to the extent of prejudice to the indemnifying Party. The indemnifying Party shall be entitled to participate in any proceedings relating to such action or demand. The indemnitee shall obtain the prior approval of the indemnifying Party, which approval shall not be unreasonably withheld, before entering into any settlement or compromise of such action or demand if as a result thereof the indemnifying Party's indemnity obligations with respect to such action or demand will not be discharged.

18. MISCELLANEOUS

18.1 Neither Party shall be liable on any account for any failure to fulfil any terms of this Agreement if such fulfilment has been frustrated by Force Majeure, provided that the Party which is prevented from performing exercises diligent efforts to resume its performance hereunder as soon as practicable.

18.2 Subject to clauses 18.3 and 18.13,

(i) neither Party shall be entitled to assign or sub-license any of its rights or obligations under the AZLAD Products Manufacturing Agreement except in accordance with the provisions of such Agreement,

(ii) the Purchaser shall not be entitled to assign or sub-license any of its rights or obligations under the AZ Trade Marks Licence Agreement except in accordance with the provisions of such Agreement, and

(iii) subject to the provisions of paragraphs (i) and (ii) of this clause, either Party shall be entitled to assign or sub-license any of its rights or obligations under this Agreement without the consent of the other Party.

18.3 If either Party shall assign or sub-license any of its rights or obligations under this Agreement:

(i) it shall give notice of such assignment or sub-licence to the other Party in writing not later than seven days after the date of such assignment or sub-licence,

(ii) if so required by the other Party, it shall be a condition of such assignment or sub-licence that the assignee or sub-licensee shall enter into a direct undertaking with the other Party to exercise any right and perform any obligation assigned or sub-licensed in accordance with the terms of this Agreement, including the provisions of clause 16 and this clause,

(iii) the original Party shall indemnify the other Party against any loss or damage which it may suffer as the result of any breach of any assigned or sub-licensed obligation or of the terms of this Agreement by an immediate or subsequent assignee or sub-licensee, and

(iv) in the event of the Purchaser assigning or sub-licensing any of its rights or obligations under this Agreement in accordance with the provisions of clause 18.2(iii), it shall be an express condition of such assignment or sub-licence that neither the Purchaser nor the assignee or sub-licensee shall without AZ's written consent publish or permit any person to publish the fact that such rights or obligations have been obtained directly or indirectly from AZ.

18.4 Notices to be served by either Party on the other shall be in writing and shall be deemed for the purposes of this Agreement to be properly given if sent by telefax with confirmed receipt thereof, by courier service with evidence of delivery or by registered mail, postage prepaid, to the other Party at its address as set forth below. Either Party may change such address for the purposes of this Agreement by notice in writing to the other Party. A notice shall be deemed to be served 24 hours after telefax transmission or 4 days after posting by registered mail, whichever is sooner.

If to AZ:
AstraZeneca AB
For attn of President
SE-151 85 Sodertalje
Sweden
Facsimile: +46 8 553 29010

with copy to:
AstraZeneca PLC
For attn of Company Secretary

15 Stanhope Gate
London W1Y 6LN
Facsimile: (020) 7304 5151

If to the Purchaser:

Maillefer Instruments Holdings S.A.
For attn of General Manager
Chemin du Verger 3
CH-1338 Ballaigues
Switzerland
Facsimile: +41 21 843 9293

with copy to:
DENTSPLY International Inc
570 West College Avenue
York PA 17404
Attention: Secretary
Facsimile: (717) 849 4753

18.5 The Parties agree that this Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of England unless otherwise stated herein or in any supplemental agreement.

18.6 This Agreement and any supplemental agreements comprise all the terms and conditions of the agreement between the Parties in respect of the subject matter hereof. This Agreement may not be amended or modified except in writing duly signed by both Parties.

18.7 In the event of any conflict between the provisions of this Agreement and any supplemental agreement, the provisions of this Agreement shall prevail and in the event of any conflict between the provisions of the clauses of this Agreement and the provisions of any Schedule, the provisions of the clauses shall prevail.

18.8 If the Parties shall execute any document in English and another language, or if the Parties shall agree the text of any document in English and the text of the executed Agreement shall be written in another language, the English text shall prevail as between the Parties in the event of there being any discrepancy between the texts and either Party shall at the request of the other Party join with it in executing a supplemental agreement to amend the foreign text to remove such discrepancy.

18.9 If any provision of this Agreement is held to be invalid or unenforceable by a competent legal authority, the Parties shall meet and mutually agree to amend this Agreement to incorporate new terms which shall, to the greatest extent possible, restore the economic balance contemplated by the Parties in entering into this Agreement.

18.10 The failure by either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of such right or operate to bar the exercise or enforcement thereof at any time thereafter.

18.11 Completion of the performance of any obligation arising under this Agreement shall not affect the continuing validity of any provision of this Agreement.

18.12 It is the intention of the Parties that this Agreement shall be binding on their respective Affiliates and accordingly each of them undertakes to procure the compliance with the provisions of this Agreement of their respective Affiliates as if signatories hereto. To the extent any rights or obligations which are part of the transactions described herein are held by any Affiliate of a Party, such Party shall obtain all signatures and documents necessary to fully consummate and evidence the transactions described herein.

18.13 Either Party hereto may transfer any of its rights or obligations hereunder to any of its Affiliates, provided that each Party (i) guarantees the performance of such Party's obligations so transferred pursuant to this clause, (ii) such transfer shall not relieve the transferring Party of its obligations under this Agreement and (iii) prior to such Affiliate ceasing to be an Affiliate the transferring Party shall procure that all rights and obligations so transferred are transferred back to the transferring Party.

18.14 Both Parties hereto agree to execute promptly and shall compel their respective Affiliates to execute promptly any separate agreements or other documents, undertakings, or consents necessary or appropriate to carry out the provisions of this Agreement. Such agreements, documents, undertakings and consents shall neither expand nor contract the rights and obligations of the Parties hereto.

18.15 Except as otherwise provided for herein, all disputes arising in connection with this Agreement, including any amendments, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The arbitral proceedings shall be held in English and shall take place in London. The arbitral tribunal shall conduct and complete its proceedings and render a final written opinion within 180 days of the date on which the arbitral proceedings are initiated. The Parties agree that any right of appeal against any arbitral award or order to the Court is hereby waived. The Parties further agree that it is their expressed intent that until the tribunal renders its final award, the status quo of the continuing relationship is to be maintained to the maximum possible extent and that the arbitrators are hereby directed to enforce such agreement of the

Parties. In addition, the Parties agree that any injunctive relief must be sought in such arbitral proceeding and not in any other proceedings. The Parties further agree that any award or order issued by the arbitral tribunal shall be enforceable in accordance with its terms in any court of competent jurisdiction.

18.16 Each Party shall be entitled to make such announcements relating to this Agreement and any supplemental agreements as shall be appropriate, but each Party shall first consult in good faith with the other Party concerning the contents of such announcements.

18.17 The Parties agree to co-operate to the extent necessary in connection with the preparation and timely filing of notifications to relevant competition authorities and, in the case of the USA, such filing shall be made no later than 25th January 2001.

IN WITNESS whereof the Parties have caused this Agreement to be executed the day and year first above written, in duplicate counterparts, each of which shall constitute an original, by their respective duly authorised representatives.

SIGNED for and on behalf of ASTRAZENECA AB (publ)	SIGNED for and on behalf of MAILLEFER INSTRUMENTS HOLDINGS S.A.

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EXHIBIT 10.22(b)

DATED 18TH JANUARY 2001

astrazeneca ab (1)

MAILLEFER INSTRUMENTS HOLDINGS S.A. (2)

AZLAD PRODUCTS MANUFACTURING agreement

THIS AGREEMENT is made on 18TH JANUARY 2001

BETWEEN:

(1) astrazeneca ab a company incorporated under the laws of Sweden and having its principal office at SE-151 85 Sodertalje, Sweden ("AZ"), and

(2) MAILLEFER INSTRUMENTS HOLDINGS S.A., a company incorporated under the laws of Switzerland and having its principal office at Chemin du Verger 3, CH - 1338 Ballaigues, Switzerland (the "Purchaser").

BACKGROUND

A. Under the AZLAD Products Agreement, AZ has granted to the Purchaser on the terms therein stated the permanent right to use AZ's Technical Information (as therein defined) for the purpose of manufacturing injectable dental local anaesthetic products in the Territory and the permanent right to use certain trade marks in respect of specific injectable dental local anaesthetic products.

B. In accordance with the AZLAD Products Agreement, the Parties are entering into this Agreement relating to the manufacture of injectable dental local anaesthetic products by AZ for the Purchaser.

NOW THEREFORE IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement:

(i) the term "this Agreement" shall mean this Agreement and any Schedules and amendments

hereto,

(ii) the terms "AZ" and "Purchaser" and references to the "Parties" shall, unless the context otherwise requires, mean AZ and its Affiliates or any one of them and the Purchaser and its Affiliates or any one of them and the term "Party" shall be construed accordingly.

1.2 In this Agreement the following terms shall have the following meanings:

"Affiliate" means any corporation, partnership, joint venture, limited liability company or other business entity now or hereafter controlling, controlled by or under common control with AZ or the Purchaser as the case may be and for the purposes of this definition "control" means the possession, whether direct or indirect, of the power to direct the management policies of a business entity, whether through the ownership of a majority of the voting rights in it or by contract.

"Agreement Date" means the date of this Agreement as shown above.

"AZLAD Products" means the LAD Products manufactured and/or sold by AZ as defined in the AZLAD Products Agreement.

"AZLAD Products Agreement" means the agreement of even date herewith between the Parties which is referred to above.

"AZLAD Products Specifications" means the release specifications for AZLAD Products.

"Classified Areas" means in respect of each Manufacturing Site the areas designated by AZ as areas required to be maintained to appropriate standards of cleanliness for the manufacture of pharmaceutical products.

"Competent Authority" means in respect of each Country the competent regulatory authority for the grant of Marketing Authorisations and/or manufacturing licences and approval of applications for the transfer of Marketing Authorisations.

"Contract Manufacturers" has the same meaning as in the AZLAD Products Agreement.

"Contract Manufacturing Agreements" means the agreements listed in Schedule 5, Part B, paragraphs 1

and 2 of the AZLAD Products Agreement relating (inter alia) to the manufacture of AZLAD Products for AZ by the Contract Manufacturers as amended from time to time in accordance with the terms thereof or with the Purchaser's written approval.

"Country" means a country within the Territory.

"Effective Date" means 1st March 2001.

"Equipment" means the equipment used by AZ solely in the manufacture of AZLAD Products as listed in Schedule 2.

"Equipment Transfer Arrangements" means the arrangements for handover of the Equipment as set out in Schedule 2, as revised by agreement between the Parties in writing from time to time.

"Excess Period" means for each Manufacturing Site the period so described in Schedule 3, Part D calculated from the expiry of the Initial Period, or such longer period as may be agreed between the Parties in writing.

"Existing Contracts" has the same meaning as in the AZLAD Products Agreement;

"Force Majeure" means any circumstances beyond the control of a Party, including strikes, lockouts, civil commotion, accidents, wars, acts of God and governmental regulations.

"GMP" means the requirement set out in the World Health Organisation code on "Good Practice for the Manufacture and Quality Control of Drugs" and/or other applicable regulations in the Country of manufacture concerning the manufacture, formulation, processing or packaging of pharmaceutical products.

"Initial Period" means for each Manufacturing Site the period so described in Schedule 3, Part D calculated from the Effective Date.

"LAD Products" means cartridges containing injectable dental local anaesthetic drug products, being medicinal products designed for and placed on the market solely and specifically for use by dentists, periodontists, oral surgeons and other practitioners of dentistry.

"LIBOR" means the 30 days US dollar BBA London Interbank Offered Rate as published by Reuters.

"Manufacturing Charges" means the sums payable by the Purchaser to AZ for the manufacture and packaging of AZLAD Products and, upon termination of packaging or manufacturing, for the sale of stocks of Product Packs, Product Formulations, raw materials and packaging components as stated in clause 5.

"Manufacturing Completion Date" means for each

Manufacturing Site the date on which the production of the last batch of AZLAD Products manufactured at that Manufacturing Site is completed and released for sale.

"Manufacturing Period" means for each Manufacturing Site the period from the Effective Date until the expiry of the Excess Period, or, if there shall be no Excess Period, until the expiry of the Initial Period.

"Manufacturing Sites" means the sites where AZ manufactures AZLAD Products namely:

Sodertalje Site, Sweden;
Sydney Site, Australia;
Naucalpan Site, Mexico;
Haedo Site, Argentina;
Westborough Site, USA; and
Mississagua Site, Canada.

"Marketing Authorisations" has the same meaning as in the AZLAD Products Agreement.

"Product Formulations" means the pharmaceutical formulations of AZLAD Products as defined in the AZLAD Products Agreement.

"Product Packs" means the shelf keeping units of AZLAD Products as defined in the AZLAD Products Agreement.

"Quality Assurance Agreements" means the documents referred to in clause 7.1.

"Quarter" means a calendar quarter.

"Technical Information" has the same meaning as in the AZLAD Products Agreement.

"Territory" means the World, excluding India.

"Transfer Date" has the same meaning as in the AZLAD Products Agreement.

"Transfer Process" means the arrangements for effecting the transfer of responsibility for the manufacture and packaging of AZLAD Products from AZ to the Purchaser, and the obtaining of all regulatory approvals for such manufacture and packaging by the Purchaser, all as set out in Schedule 1, as revised by agreement between the Parties in writing from time to time.

1.3 In this Agreement, where appropriate, references to packaging shall include labelling.

1.4 In this Agreement, where appropriate, words denoting the masculine gender shall include the feminine and neuter genders and vice versa; words denoting a singular number shall include the plural and vice versa; references to the definite article shall include the indefinite article and vice versa; references to persons shall include firms, companies and other organisations and vice versa; words such as "include"

or "including" are to be construed without limiting the generality of the preceding words and references to "from" any date shall mean "from and including" such date.

2. MANUFACTURE OF AZLAD PRODUCTS

2.1 AZ shall manufacture or have manufactured for the Purchaser the whole or part of its requirements of AZLAD Products for sale in the Territory during the Manufacturing Period in accordance with and subject to the provisions of this Agreement.

2.2 Except as otherwise agreed, AZLAD Products shall be shipped by AZ to the Purchaser as finished goods ready for sale.

2.3 AZ shall not be required to make any changes to the packaging of the AZLAD Products unless such changes have been or will be required by a Competent Authority or are requested by the Purchaser and approved by AZ. Any such changes shall be carried out as soon as practicable in accordance with a timetable to be agreed between the Parties.

2.4 In the event that such changes are made for any reason other than a decision by AZ to sub-contract its obligations under this Agreement:

(i) the Purchaser shall supply AZ with all artwork and text for packaging components (including package inserts) and shall approve final artwork and text before printing of packaging components;

(ii) the Purchaser shall compensate AZ for any stock write-off to the extent that it is not covered by the purchase of inventory and is within the shelf life as provided for in the AZLAD Products Agreement; and

(iii) the Purchaser shall reimburse AZ for all costs incurred by AZ in implementing such changes.

2.5 In respect of the range of AZLAD Products manufactured for AZ under the Contract Manufacturing Agreements, AZ shall not be obliged to manufacture such products for the Purchaser, but shall provide for the Purchaser the benefit of such Contract Manufacturing Agreements in accordance with the provisions of clause 4 of the AZLAD Products Agreement, provided that if AZ shall be obliged to continue to

purchase such products from the Contract Manufacturers, to provide raw materials to the Contract Manufacturers or to incur capital or other costs in connection with

the manufacture and supply of such products by the Contract Manufacturers, the Purchaser shall pay to AZ an amount equal to the costs so incurred by AZ plus 2%, insofar as such costs shall not be reimbursed by the Purchaser to AZ in accordance with the provisions of clause 9 of the AZLAD Products Agreement, such payments to be made by the Purchaser within 60 days of the date of AZ's invoice. The provisions of clauses 3 to 8 shall not apply in respect of the supply by AZ to the Purchaser of AZLAD Products manufactured under the Contract Manufacturing Agreements.

2.6 All forecasting, ordering and shipping shall be dealt with on a Manufacturing Site by Manufacturing Site basis and clauses 3, 4 and 6 shall accordingly apply separately in respect of each Manufacturing Site. All invoicing shall be dealt with centrally or on a Manufacturing Site by Manufacturing Site basis as AZ shall determine.

2.7 Special arrangements with respect to the Westborough Site, USA are set out in Schedule 3 Part F.

2.8 During the continuance of the Manufacturing Period, the Parties shall carry out the Transfer Process in accordance with Schedule 1.

2.9 At the expiry of the Manufacturing Period the Parties shall effect the transfer and removal of the Equipment in accordance with the Equipment Transfer Arrangements.

3. FORECASTS

3.1 Prior to the commencement of each Quarter, the Purchaser shall deliver to AZ a monthly forecast of its requirement of AZLAD Products for the period of 18 months commencing at the start of the next succeeding Quarter or for the duration of the Manufacturing Period (whichever shall be shorter). In this clause and clause 4, the expression "Firm Period" shall mean the first Quarter of the forecasted period, the expression "Forecast Period" shall mean the second Quarter of the forecasted period, and the expression "Estimate Period" shall mean the last 12 months of the forecasted period. The Purchaser's forecast for the period of 18 months commencing on 1st July 2001 shall be provided to AZ on or before 31st March 2001.

3.2 Each forecast shall contain for each Product Pack details of the Purchaser's requirements for the Firm Period and estimated requirements for the Forecast Period and Estimate Period and shall comply with the conditions contained in clause 4.3. Having provided such forecasts for the Firm Period and the Forecast Period, the Purchaser shall be obliged to place firm production orders for such periods in accordance with clause 4.1.

3.3 In each forecast the requirements for each month of the Firm Period for each Product Pack shall not vary by

more than 10% from the quantities for the same months (then being the Forecast Period) in the preceding quarterly forecast.

3.4 The Purchaser's forecasts for the Estimate Period shall be prepared in good faith as best estimates but shall not be binding.

3.5 Forecasts shall be sent by the Purchaser to such persons as AZ shall from time to time request.

3.6 The Parties shall have regular meetings to review the forecasts and forecasting arrangements.

4. PRODUCTION ORDERS

4.1 Prior to the commencement of each Quarter, other than the final Quarter, the Purchaser shall deliver a firm production order to AZ for AZLAD Products for the Firm Period. The quantity of AZLAD Products so ordered shall be the same as stated for the Firm Period in the forecast. AZ shall acknowledge receipt of each production order. A firm production order for delivery at the commencement or during the continuance of the Quarter commencing 1st July 2001 shall be delivered by the Purchaser to AZ on or before 31st March 2001 in accordance with the forecast for such period. AZ shall be responsible for deciding what AZLAD Products will be manufactured for delivery up to 30th June 2001 in accordance with reasonable expected market demand and consistent with past practice.

4.2 The Purchaser's orders shall be sent to such persons as AZ shall from time to time request.

4.3 The Purchaser acknowledges:

(i) that each Manufacturing Site has restricted capacity for producing AZLAD Products and that the orders placed by the Purchaser in each Quarter shall not exceed such capacity;

(ii) that AZ will manufacture cartridges in full batch quantities and accordingly AZ shall not be required to produce cartridges in quantities other than the full batch quantities set out in Schedule 3, Part B; and

(iii) that AZ's packaging lines are designed to run within a certain volume range, that packaging volumes outside that range may be impossible or uneconomic, and accordingly that AZ shall be entitled to place minimum and maximum quantities, as are reasonable and consistent with past practice, on orders for Product Packs. The current minimum is set out in Schedule 3, Part C.

4.4 AZ shall produce the quantities of Product Packs ordered by the Purchaser in accordance with clauses 4.1 and 4.3 and in accordance with the AZLAD Products

Specifications and the Marketing Authorisations and shall deliver such quantities to the Purchaser at the commencement or during the course of the Firm Period as agreed between the Parties, provided as follows:

(i) the Parties recognise that the quantity of AZLAD Products produced in a batch will fluctuate and the quantity supplied by AZ will be the amount produced in each batch, but AZ shall be responsible for ensuring that the quantity supplied shall not vary from the quantity ordered by the Purchaser by more than 10%, and

(ii) if the Purchaser without AZ's written agreement shall order AZLAD Products in excess of the quantity permitted under clauses 4.1 and 4.3, AZ shall endeavour to supply the excess quantity within the same time frame but shall not be liable for its failure to do so.

4.5 An order, once acknowledged by AZ, shall be binding on both Parties (subject to clause 4.4).

5. MANUFACTURING CHARGES

5.1 The prices payable by the Purchaser to AZ for the manufacture and packaging of AZLAD Products ordered for delivery in the Initial Period for each Manufacturing Site are set out in Schedule 3, Part A and the prices payable for AZLAD Products ordered for delivery in the Excess Period for each Manufacturing Site will be calculated in accordance with Schedule 3, Part E. In addition the Purchaser shall pay transportation costs (including insurance and brokerage costs) from AZ's works, and where applicable VAT, sales taxes, consumption taxes and other similar taxes payable at the prevailing rate together with any customs duties, levies and similar taxes payable on importing AZLAD Products to the delivery points as set out in clause 6.1.

5.2 Upon AZ ceasing to package any category of Product Pack for the Purchaser, the Purchaser shall purchase from AZ any stocks of such Product Pack and packaging components held by AZ, and upon AZ ceasing to manufacture any category of Product Formulation for the Purchaser, the Purchaser shall purchase from AZ any stocks of such Product Formulation and raw materials and packaging components held by AZ, provided that the Purchaser shall not be obliged to purchase stocks of Product Packs having a remaining shelf life of less than seven months nor to purchase stocks of Product Formulations having a remaining shelf life of less than twelve months. The prices payable by the Purchaser for stocks of Product Packs and Product Formulations shall be determined in accordance with clause 5.1. The Purchaser shall purchase the stocks of packaging components and raw materials at AZ's cost price, together with transportation and other costs referred to in clause 5.1.

5.3 AZ shall deliver an invoice to the Purchaser for the Manufacturing Charges in respect of each shipment of AZLAD Products and payment shall be made within 60 days of the later of the date of invoice or shipment.

5.4 All sums payable under this Agreement shall be paid without deduction of any bank or transfer charges and all sums are net of MOMS and other similar sales taxes which shall be added if appropriate.

5.5 In the event of delay in payment, interest shall be payable at LIBOR plus 3% calculated from the due date for payment until the date of payment.

6. TERMS OF SUPPLY

6.1 Each Manufacturing Site shall ship AZLAD Products on DDU terms (Incoterms 2000) or on such other terms as shall be customarily used by such Manufacturing Site and as shall be notified to the Purchaser to one or more Purchaser distribution centres in the Territory designated by the Purchaser. The Purchaser, or its agent, shall take delivery of the AZLAD Products when tendered. Without affecting any other rights, each Party shall reimburse the other Party for any costs incurred (by way of storage, insurance or otherwise) as a result of any variation or delay in delivery caused by its act or default.

7. QUALITY ASSURANCE

7.1 The Parties shall enter into Quality Assurance Agreements which shall govern the obligations and responsibilities of each Party with respect to the quality assurance requirements of the manufacture, analysis and packing by AZ of AZLAD Products and the supply by AZ to the Purchaser of such products. The Quality Assurance Agreement for each Manufacturing Site shall be substantially in the form set out at Schedule 6. Any amendments to such form shall be as agreed between the Parties in writing with the intention of ensuring quality of products in accordance with applicable laws and regulations. Neither Party shall unreasonably withhold its consent to an amendment requested by the other Party.

7.2 In addition to its product recall obligation under the Quality Assurance Agreements, the Purchaser shall, after the Transfer Date, if appropriate and at AZ's request and expense carry out any recall which may be required by AZ in respect of AZLAD Products released by AZ prior to the Effective Date.

7.3 AZ shall maintain and manage its manufacturing plants, facilities and operations and the Purchaser shall

maintain and manage its warehousing and distribution facilities in compliance with all applicable laws and regulations and in such manner as not to jeopardise the validity of the Marketing Authorisations and continuous supply of AZLAD Products under this Agreement. During the time that AZ is manufacturing AZLAD Products for the Purchaser under this Agreement the Purchaser shall have access on reasonable notice to the Manufacturing Sites for the purpose of assessing the production and quality of the AZLAD Products.

7.4 The provisions of clause 7.3 shall not preclude AZ, from sub-contracting the whole or part of the manufacture or storage of AZLAD Products but AZ shall be responsible for ensuring that the changes do not prejudice the validity of the Marketing Authorisations and continuous supply of AZLAD Products under this Agreement and AZ shall give to the Purchaser as much prior notice of such changes as it shall reasonably require for regulatory purposes. AZ shall provide the Purchaser with the manufacturing, technical and quality assurance data required to prepare and support such submissions and AZ shall co-operate, at its cost and expense, as necessary to support such submissions. In the event of AZ sub-contracting the manufacture or storage of AZLAD Products, it shall be responsible for ensuring the due compliance by its sub-contractor with the terms of this Agreement.

8. DEFECTS

8.1 Any delivery shortage, visible damage or defect in AZLAD Products shall be reported by the Purchaser to AZ within 30 days of opening of the transport container which shall mean the shrink-wrapped pallet container. All complaints, other than defects which are incapable of being discovered upon opening of the transport container, shall be waived unless reported to AZ within such period of 30 days.

8.2 In the event that the defect is found to have been caused by AZ breaching its obligations under the Quality Assurance Agreement, AZ shall replace free of charge such quantity of AZLAD Products as are affected by the defect together with reimbursing or crediting the Purchaser for either (at AZ's option) the cost of destruction or the return of the affected Product. No AZLAD Product may be returned to AZ without AZ's prior written permission.

8.3 If the Parties are unable to agree on the allocation of responsibility for a defect in an AZLAD Product, then the Parties shall refer the matter to a specialised pharmaceutical laboratory of international repute acceptable to both Parties (the "Laboratory"). The Laboratory shall be deemed to act as an expert and not as an arbitrator and any decision by the Laboratory shall (in the absence of objection on the grounds of manifest error within 30 days of the issue of its decision) be conclusive and binding on the Parties. The fees and expenses of the Laboratory shall be borne

equally by the Parties.

8.4 In the event that AZLAD Products need to be replaced due to a defect, regardless of the allocation of responsibility, AZ shall use its reasonable endeavours to manufacture replacement AZLAD Products for the Purchaser as quickly as possible.

9. CONFIDENTIALITY

9.1 All information of a confidential or proprietary nature received or obtained by either Party under or in connection with this Agreement shall be treated as confidential by both Parties and shall not be disclosed by either Party to any third party or used by either Party except:

(i) to the extent necessary to fulfil the express purposes of this Agreement;

(ii) in the case of information disclosed by AZ, as required for or in connection with its business relating to medical products or its business outside the Territory relating to dental products; or

(iii) as required by law, or any regulatory or governmental authority.

9.2 In the event of a Party disclosing confidential information to a third party in accordance with clause 9.1(i) or (ii), it shall ensure that the recipient is aware of the confidential nature of such information and, in the case of information relating solely to dental products, shall be bound by the same restrictions on use and disclosure as the disclosing Party.

9.3 The following information is not subject to the above confidentiality obligations or restrictions on use:

(i) information which, at the time of acquisition, is in the public domain;

(ii) information which, after acquisition, becomes part of the public domain by publication or otherwise, except by breach of obligation of the receiving Party;

(iii) information which the receiving Party can establish by competent proof was in its possession at the time of acquisition and not subject to any restriction on disclosure or use;

(iv) information independently developed by the receiving Party without the benefit or use of confidential information; and

(v) information received from third parties, provided that such information was not obtained by such third party, indirectly or directly, from the other Party under obligation of

confidence.

9.4 The obligations and restrictions imposed by this clause shall continue in force for the duration of 10 years from the Effective Date.

10. TERM

10.1 Subject to clause 10.2, this Agreement shall continue in force until the obligations of the Parties, other than obligations under the clauses referred to in clause 10.6, shall have been fulfilled.

10.2 Either Party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

(i) that other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

(ii) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other Party;

(iii) that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(iv) that other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);

(v) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party; or

(vi) that other Party ceases, or threatens to cease, to carry on business.

10.3 For the purposes of clause 10.2(i), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.

10.4 Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other

provision hereof.

10.5 The right to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10.6 Notwithstanding the termination of this Agreement, the provisions of clauses 9, 11, and 12 shall continue in force.

11. INDEMNIFICATION

11.1 The Purchaser shall indemnify and hold harmless AZ and each of its officers, employees and agents (each an "AZ Indemnitee") against any and all losses, damages, liabilities or expenses in connection with any actions or demands that may be brought against any AZ Indemnitee by any non-Affiliate of the Parties arising out of the manufacture, use or sale of any AZLAD Product by the Purchaser, or by AZ in accordance with this Agreement, the Existing Contracts, or clause 9.1 of the AZLAD Products Agreement, including any investigation by any governmental agency with respect to the quality of such Product, or any claim for death, personal injury or property damage asserted by any user of such Product, provided that the Purchaser shall not be obliged to indemnify any AZ Indemnitee from any loss, damage, liability or expense in connection with any action or demand arising out of any event or circumstance in which AZ is obliged to indemnify the Purchaser pursuant to clause 11.2.

11.2

AZ shall indemnify the Purchaser and each of its officers, employees and agents (each a "Purchaser Indemnitee") against any losses, damages, liabilities or expenses in connection with any actions or demands that may be brought against any Purchaser Indemnitee by any non-Affiliate of the Parties to the extent such event or circumstance: (i) occurred before the Effective Date or (ii) arises out of the manufacture of AZLAD Products by AZ otherwise than in accordance with GMP and the relevant Marketing Authorisation or the sale of AZLAD Products by AZ otherwise than in accordance with the relevant Marketing Authorisation.

11.3 As promptly as practicable after any indemnitee referred to in clauses 11.1 or 11.2 obtains knowledge of any action or demand as to which it will or may be entitled to indemnity under such clause, it shall give notice to the Parties, provided that the failure to give such notice shall not preclude or bar such claims but shall reduce such claims to the extent of prejudice to the indemnifying Party. The indemnifying Party shall be entitled to participate in any proceedings relating to such action or demand. The indemnitee shall obtain the prior approval of the indemnifying Party, which approval shall not be unreasonably withheld, before entering into any settlement or compromise of such action or demand, if as a result thereof the indemnifying Party's indemnity obligations with respect

to such action or demand will not be discharged.

12. MISCELLANEOUS PROVISIONS

12.1 Neither Party shall be liable on any account for any failure to fulfil any terms of this Agreement if such fulfilment has been frustrated by Force Majeure, provided that the Party which is prevented from performing exercises diligent efforts to resume its performance hereunder as soon as practicable.

12.2 Subject to clauses 2.5, 7.4 and 12.13, neither Party shall be entitled to assign or sub-license any of its rights or obligations under this Agreement without the written consent of the other Party, which shall not be unreasonably withheld.

12.3 If either Party shall assign or sub-license any of its rights or obligations under this Agreement (other than under the Contract Manufacturing Agreements):

(i) it shall give notice of such assignment or sub-licence to the other Party in writing not later than seven days after the date of such assignment or sub-licence,

(ii) if so required by the other Party, it shall be a condition of such assignment or sub-licence that the assignee or sub-licensee shall enter into a direct undertaking with the other Party to exercise any right and perform any obligation assigned or sub-licensed in accordance with the terms of this Agreement, including the provisions of clause 9 and this clause, and

(iii) the original Party shall indemnify the other Party against any loss or damage which it may suffer as the result of any breach of any assigned or sub-licensed obligation or of the terms of this Agreement by an immediate or subsequent assignee or sub-licensee.

12.4 Notices to be served by either Party on the other shall be in writing and shall be deemed for the purposes of this Agreement to be properly given if sent by telefax with confirmed receipt thereof, by courier service with evidence of delivery or by registered mail, postage prepaid, to the other Party at its address as set forth below. Either Party may change such address for the purposes of this Agreement by notice in writing to the other Party. A notice shall be deemed to be served 24 hours after telefax transmission or 4 days after posting by registered mail, whichever is sooner.

If to AZ:
AstraZeneca AB
For attn of President
SE-151 85 Sodertalje
Sweden
Facsimile: +46 8 553 29010

with copy to:
AstraZeneca plc
For attn of Company Secretary
15 Stanhope Gate
London, W1Y 6LN
Facsimile: (020) 7304 5151

If to the Purchaser:
Maillefer Instruments Holdings S.A.
For attn of General Manager
Chemin du Verger 3
CH - 1338 Ballaigues
Switzerland
Facsimile: +41 21 843 9293

with copy to:
DENTSPLY International Inc
570 West College Avenue
York, PA 17404
Attention: Secretary
Facsimile: (717) 849 4753

12.5 The Parties agree that this Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of England unless otherwise stated herein or in any supplemental agreement.

12.6 This Agreement and any amendments hereto comprise all the terms and conditions of the agreement between the Parties in respect of the subject matter hereof. This Agreement may not be amended or modified except in writing duly signed by both Parties.

12.7 In the event of any conflict between the provisions of this Agreement and any supplemental agreement, the provisions of this Agreement shall prevail and in the event of any conflict between the provisions of the clauses of this Agreement and the provisions of any Schedule, the provisions of the clauses shall prevail.

12.8 If the Parties shall execute any document in English and another language, or if the Parties shall agree the text of any document in English and the text of the executed Agreement shall be written in another language, the English text shall prevail as between the Parties in the event of there being any discrepancy between the texts and either Party shall at the request of the other Party join with it in executing a supplemental agreement to amend the foreign text to remove such discrepancy.

12.9 If any provision of this Agreement is held to be

invalid or unenforceable by a competent legal authority, the Parties shall meet and mutually agree to amend this Agreement to incorporate new terms which shall, to the greatest extent possible, restore the economic balance contemplated by the Parties in entering into this Agreement.

12.10 The failure by either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of such right or operate to bar the exercise or enforcement thereof at any time thereafter.

12.11 Completion of the performance of any obligation arising under this Agreement shall not affect the continuing validity of any provision of this Agreement.

12.12 It is the intention of the Parties that this Agreement shall be binding on their respective Affiliates and accordingly each of them undertakes to procure the compliance with the provisions of this Agreement of their respective Affiliates as if signatories hereto.

12.13 Either Party hereto may transfer any of its rights or obligations hereunder to any of its Affiliates, provided that each Party (i) guarantees the performance of such Party's obligations so transferred pursuant to this clause, (ii) such transfer shall not relieve the transferring Party of its obligations under this Agreement and (iii) prior to such Affiliate ceasing to be an Affiliate the transferring Party shall procure that all rights and obligations so transferred are transferred back to the transferring Party.

12.14 Both Parties hereto agree to execute promptly and shall compel their respective Affiliates to execute promptly any separate agreements or other documents, undertakings, or consents necessary or appropriate to carry out the provisions of this Agreement. Such agreements, documents, undertakings and consents shall neither expand nor contract the rights and obligations of the Parties hereto.

12.15 Except as otherwise provided for herein, all disputes arising in connection with this Agreement, including any amendments, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The arbitral proceedings shall be held in English and shall take place in London. The arbitral tribunal shall conduct and complete its proceedings and render a final written opinion within 180 days of the date on which the arbitral proceedings are initiated. The Parties agree that any right of appeal against any arbitral award or order to the Court is hereby waived. The Parties further agree that it is their expressed intent that until the tribunal renders its final award, the status quo of the continuing relationship is to be maintained to the maximum possible extent and that the arbitrators are hereby directed to enforce such agreement of the Parties. In addition, the Parties agree that any

injunctive relief must be sought in such arbitral proceeding and not in any other proceedings. The Parties further agree that any award or order issued by the arbitral tribunal shall be enforceable in accordance with its terms in any court of competent jurisdiction.

12.16 Each Party shall be entitled to make such announcements relating to this Agreement and any supplemental agreements as shall be appropriate, but each Party shall first consult in good faith with the other Party concerning the contents of such announcements.

IN WITNESS whereof the Parties have caused this Agreement to be executed the day and year first above written, in duplicate counterparts, each of which shall constitute an original, by their respective duly authorised representatives.

SIGNED for and on behalf of ASTRAZENECA AB (publ)

SIGNED for and on behalf of MAILLEFER INSTRUMENTS HOLDINGS S.A.

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EXHIBIT 10.22(c)

(AZ Trade Marks Licence Agreement)

DATE: 18TH JANUARY 2001

PARTIES:

1. ASTRAZENECA AB a company incorporated under the laws of Sweden and having its principal office at SE-151 85 Sodertalje, Sweden ("AZ")

2. MAILLEFER INSTRUMENTS HOLDINGS S.A., a company incorporated under the laws of Switzerland and having its principal office at Chemin du Verger 3, CH-1338 Ballaigues, Switzerland (the "Licensee")

BACKGROUND

(A) AZ is the owner and registered proprietor of the Trade Marks, each of which is registered and used in respect of a single LAD Product Category. A list of such registrations, by LAD Product Category and Country, is set out in Schedule 2.

(B) By an agreement (the "AZLAD Products Agreement") made between the Parties on the same date as this Agreement, AZ granted to the Licensee on the terms and for the consideration therein stated the permanent right to use AZ's technical information as therein defined for the purpose of manufacturing LAD Products and agreed with the Licensee to enter into this Agreement for the purpose of granting to the Licensee the right to use the Trade Marks in respect of LAD Products in the Territory on the terms herein stated.

OPERATIVE PROVISIONS

1.1 In this Agreement:

(i) the term "this Agreement" shall mean this Agreement and the Schedules and any amendments hereto;

(ii) the terms "AZ" and "Licensee" and references to the "Parties" shall, unless the context otherwise requires, mean AZ and its Affiliates or any one of them and the Licensee and its Affiliates or any one of them and the term "Party" shall be construed accordingly.

1.2 In this Agreement the following terms shall have the following meanings:

"Affiliate" means any corporation, partnership, joint venture, limited liability company or other business entity now or hereafter controlling, controlled by or under common control with AZ or the Licensee as the case may be and for the purposes of this definition "control" means the possession, whether direct or

indirect, of the power to direct the management policies of a business entity, whether through the ownership of a majority of the voting rights in it or by contract.

"Competent Authority" means in respect of each Country the competent regulatory authority for the grant of Marketing Authorisations.

"Country" means a country within the Territory.

"Dental Products" means injectable dental local anaesthetic drug products, being medicinal products designed for and placed on the market solely and specifically for use by dentists, periodontists, oral surgeons and other practitioners of dentistry.

"Effective Date" means 1st March 2001.

"GMP" means the requirement set out in the World Health Organisation code on "Good Practice for the Manufacture and Quality Control of Drugs" and/or other applicable regulations in the Country of manufacture concerning the manufacture, formulation, processing or packaging of pharmaceutical products.

"LAD Product Category" means a LAD Product category set out in Schedule 1.

"LAD Products" means cartridges containing Dental Products.

"Marketing Authorisations" means the registrations granted by the Competent Authority in each Country for the sale of LAD Products and, where applicable, for approval of prices and cost reimbursements.

"Relevant LAD Product" means a LAD Product within the applicable LAD Product Category.

"Specified Drug Substances" means drug substances used by AZ at 1st January 2001 in the formulation of LAD Products.

"Territory" means the World, excluding India and any other country which under the terms of the AZLAD Products Agreement shall be excluded from the Territory.

"Trade Marks" means the trade marks listed in Schedule 1.

"Trade Mark Authority" means in respect of each Country the competent authority for the grant of trade mark registrations and registration of trade mark assignments and licences.

2. The Licensee acknowledges that the Trade Marks are used by AZ in connection with its business of developing, manufacturing and selling medical products as well as in connection with LAD Products and that any breach by the Licensee of its obligations under this Agreement in

relation to the use of the Trade Marks by the Licensee may cause AZ substantial loss or damage in relation to its medical business. Likewise, AZ acknowledges that its use of the Trade Marks in its medical business shall be in such manner as shall not disparage the use of the Trade Marks by the Licensee or infringe the rights in the Trade Marks granted by it to the Licensee hereunder and that any breach of such obligation may cause the Licensee substantial loss or damage in its dental business.

3.1 With effect from the Effective Date, AZ grants to the Licensee a permanent, exclusive (even as to AZ) and royalty-free licence in accordance with and subject to the provisions of this Agreement to use in each Country in connection with Relevant

LAD Products each Trade Mark registered in such Country and used by AZ in such Country in respect of Relevant LAD Products at the date of this Agreement as listed in Schedule 2. To the extent that AZ is able to do so, AZ also grants to the Licensee the same rights to use the unregistered trade marks listed in Schedule 3 in respect of Relevant LAD Products in the Countries listed in Schedule 3. The Licensee shall not be entitled to use any Trade Mark in connection with products other than Relevant LAD Products nor (subject to clause 3.2) to use any Trade Mark in connection with Relevant LAD Products in Countries other than the Countries listed in respect of such Trade Mark in Schedule 2 or 3.

3.2 If the Licensee wishes AZ to grant to it the right to use any Trade Mark in respect of Relevant LAD Products in Countries other than the Countries listed for such Trade Mark in Schedule 2 or 3, it shall apply to AZ for consent to such extension of its Trade Mark licence rights and AZ shall not unreasonably withhold its consent thereto, provided that any costs incurred by AZ in connection therewith shall be borne by the Licensee. The Licensee acknowledges that it will be reasonable for AZ to withhold its consent if it is determined by AZ that the Licensee's use of the Trade Mark in a Country will be detrimental to the interests of AZ's medical business.

4. AZ retains all rights to use the Trade Marks subject to the rights hereby granted to the Licensee.

5. The Licensee shall use each Trade Mark only upon or in connection with Relevant LAD Products that have been manufactured, formulated, processed, packed, marked and labelled by or on behalf of the Licensee in accordance with standards, quality control, specifications, information, formulae and instructions laid down or approved by AZ from time to time. AZ confirms to the Licensee that such requirement shall be satisfied in respect of any Relevant LAD Product if it is manufactured in accordance with applicable GMP and complies with the Marketing Authorisation for such LAD Product in force at the Effective Date or as amended or replaced from time to time in accordance with the

requirements of the Competent Authority or with the written approval of AZ which shall not be unreasonably withheld.

6. The Licensee shall not seek to register itself as the owner of any Trade Mark in any Country or outside the Territory without the written consent of AZ.

7. The Licensee shall, on being given reasonable notice and without interference with normal operations of the Licensee, permit AZ and/or its authorised representatives, at their cost, to inspect the LAD Products offered for sale under the Trade Marks in accordance with this Agreement and the methods by which they are manufactured, formulated, processed, packed, marked and labelled at the premises of the Licensee or elsewhere, and the Licensee shall do all such things as may reasonably be necessary in order to satisfy AZ and/or its authorised representatives that the LAD Products conform to the requirements stated in clause 5. AZ and/or its authorised representatives may be required by the Licensee to enter into appropriate obligations with the Licensee to treat all information obtained in the course of such inspection in confidence.

8. The Licensee shall, on request, promptly supply AZ and/or its authorised representatives with a reasonable number of random samples of LAD Products manufactured, formulated or processed for sale under the Trade Marks in accordance with this Agreement in order that AZ and/or its authorised representatives may satisfy themselves that the LAD Products conform to the requirements stated in clause 5.

9. The Licensee shall promptly comply with all directions given by AZ and/or its authorised representatives (provided such directions do not violate requirements of local laws and are entirely consistent with the practices and requirements described in this Agreement) concerning the use of the Trade Marks on LAD Products and/or on all notepaper, invoices, transfers, labels, packages, package inserts, advertising matter and other media of all kinds issued or employed by the Licensee upon or in connection with LAD Products. If requested, the Licensee shall submit to AZ and/or its authorised representatives for inspection samples of items which incorporate any of the Trade Marks. Wherever possible the Licensee shall insert on such items a statement to the effect that the Products are "manufactured and formulated under licence from AZ".

10. The Licensee shall ensure that each Trade Mark is used by it in the Permitted Format and not otherwise. For the purpose of this clause "Permitted Format" means

with the addition of a prefix or suffix demonstrating that the Trade Mark is being used in respect of dental products, such prefix or suffix being approved by AZ in writing in its first use, such approval not to be unreasonably withheld. AZ's approval shall be deemed to be granted if:

(i) the prefix or suffix shall be displayed in a manner which is more prominent than the Trade Mark, or

(ii) the prefix or suffix shall be displayed in all respects in the same manner as the Trade Mark so as to present the Trade Mark and its prefix or suffix as an entity in common format, and (in either case)

(iii) the Licensee receives no comment from AZ within ten business days of first submission of such proposed format by the Licensee to AZ for approval.

11. The use of the Trade Marks shall not be subject to the payment of any royalties by the Licensee to AZ.

12. The Licensee accepts full responsibility for the actions of any agent or distributor which it may appoint for the sale of LAD Products under the Trade Marks and recognises that such agents or distributors shall acquire no proprietary rights in the Trade Marks as the result of their use of the Trade Marks in connection with the sale of LAD Products.

13. The Licensee hereby acknowledges that the Trade Marks and the goodwill therein remain the sole property of AZ and all use thereof by the Licensee shall enure to the benefit of AZ. The Licensee shall neither acquire nor be allowed to claim any ownership rights in the Trade Marks.

14. The Licensee shall refrain from any act which would prejudice the distinctiveness or validity of the Trade Marks or which would adversely affect the rights of AZ in and to the Trade Marks and undertakes neither to take any action against the Trade Marks nor directly or indirectly to assist any third party to do so. Further, the Licensee undertakes that it will not adopt, register or use at any time a trade mark identical with or confusingly similar to any of the Trade Marks. The provisions of this clause shall apply mutatis mutandis to AZ with respect to the rights granted to the Licensee and the use of the Trade Marks by the Licensee hereunder.

15.1 Upon the request of either Party, the Parties shall enter into a separate licence agreement for any Country relating to the grant by AZ to the Licensee of the right to use the Trade Marks in respect of LAD Products in such Country, for registration or other purposes. Such licence agreement shall be in the form set out in Schedule 4 or in such other form as may be agreed

between the Parties based so far as practicable on the form set out in Schedule 4. In the event of any conflict between the provisions of this Agreement and such separate licence agreement, the provisions of this Agreement shall prevail. In the event of termination of this Agreement in its entirety, all such separate licence agreements shall automatically terminate at the same time.

15.2 The Licensee shall at its own expense apply as necessary to the Trade Mark Authority in each Country for the Licensee to be recorded as a licensee of the registered Trade Marks for use in connection with the relevant LAD Product Category, and AZ shall assist the Licensee, at the Licensee's request and expense in such activity, including the execution and filing of documents. All fees and taxes payable in respect of the registration of the Licensee as licensee of the Trade Marks and the maintenance of the registration of the Licensee as licensee of the Trade Marks shall be borne by the Licensee.

16.1 The Licensee and AZ shall promptly notify each other of any acts of infringement, suspected infringement or unfair competition involving the Trade Marks, and of any allegation that any of the Trade Marks is or may be invalid or unenforceable, and of any applications or registrations of confusingly similar marks which may come to its attention.

16.2 AZ shall be entitled to defend and/or prosecute all proceedings involving third parties relating to the infringement or validity of the Trade Marks and the Licensee shall at the request and expense of AZ do all such things as may be reasonably requested by AZ to assist it in taking or resisting any proceedings in relation to any such infringement or claim.

16.3 If AZ shall for 90 days after the date of notification referred to in clause 16.1 fail to assume the conduct of any proceedings referred to in clause 16.2 or fail to conduct such proceedings in a reasonable commercial manner, the Licensee shall be authorised, as permitted by law, to assume the conduct thereof and AZ shall at the request and expense of the Licensee do all such things as may be reasonably requested by the Licensee to assist it in taking or resisting such proceedings.

17.1 This Agreement shall not be terminable by AZ otherwise than in accordance with the express provisions of this Agreement.

17.2 This Agreement may be terminated by the Licensee with respect to any or all Trade Marks by giving notice in writing to AZ at any time.

17.3

This Agreement may be terminated by AZ by giving not less than 12 months' notice in writing to the Licensee if during the period of 10 years from the Effective Date the Licensee or any other company in the same group of companies as the Licensee shall be engaged or

interested in the manufacture or sale of injectable local anaesthetic products based on any of the Specified Drug Substances, other than Dental Products, provided that such notice shall be withdrawn by AZ if during the currency of the notice the Licensee or such other company in the same group of companies as the Licensee shall permanently cease to be engaged or interested in the manufacture or sale of injectable local anaesthetic products based on any of the Specified Drug Substances, other than Dental Projects, and the Licensee shall notify AZ in writing of such cessation.

17.4 This Agreement may be terminated by AZ by giving notice in writing to the Licensee if the Licensee shall commit any serious and wilful breach of any of the terms of this Agreement and shall fail to remedy such breach, if capable of remedy, within 60 days of receiving notice in writing from AZ specifying such breach and requiring it to be remedied. It is agreed that the use of any Trade Mark in respect of any product other than Relevant LAD Products shall constitute a serious breach of this Agreement.

17.5 Without prejudice to the provisions of clause 17.4, this Agreement may be terminated by AZ in respect of a specific Country by giving notice in writing to the Licensee if the Licensee shall commit any serious and wilful breach of any of the terms of this Agreement so far as they relate to such Country and shall fail to remedy such breach, if capable of remedy, within 60 days of receiving notice in writing from AZ specifying such breach and requiring it to be remedied. It is agreed that the use of any Trade Mark in a Country in respect of Relevant LAD Products shall constitute a serious breach of this Agreement if AZ shall not have granted to the Licensee hereunder the right to use such Trade Mark in such Country.

18.1 Subject to clauses 16 and 18.2 and subject to the continuing use of the Trade Marks by the Licensee, AZ undertakes to maintain the Trade Marks in force.

18.2

If AZ no longer wishes to maintain any Trade Mark in any Country, it shall offer to transfer such Trade Mark to the Licensee. If such offer shall be accepted by the Licensee, AZ shall assign and transfer such Trade Mark to the Licensee and the Licensee shall register such transfer with the Trade Mark Authority in such Country at its own expense. If such offer shall not be accepted by the Licensee, AZ shall cease to be obliged to maintain such Trade Mark in such Country.

19. The Licensee shall not be entitled to assign or sub-license any of its rights or obligations under this Agreement except to an Affiliate or with the written consent of AZ which shall not be unreasonably withheld.

20. Upon termination of this Agreement, the Licensee shall forthwith discontinue all use of the Trade Marks (other than Trade Marks transferred to the Licensee) and shall

cease to make any reference to AZ in its printed matter, labels or packages, subject to the disposal of existing stocks in such manner as may be agreed between the Parties at the date of termination. The Licensee shall not thereafter make any use of the Trade Marks or any colourable imitation thereof and hereby agrees to join with AZ in applying for cancellation of its recordal as a licensee of the Trade Marks on termination of this Agreement and to execute any documents that may be required to effect such cancellation. The provisions of this clause shall apply mutatis mutandis in the event of termination of this Agreement insofar as it relates to any Country or Trade Mark.

21. This Agreement shall be governed by and construed and interpreted in accordance with the laws of England.

22. All disputes which may arise under, out of, or in connection with, or in relation to this Agreement shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The arbitral proceedings shall be held in English and shall take place in London.

23.

Notices to be served by either Party on the other shall be in writing and shall be deemed for the purposes of this Agreement to be properly given if sent by telefax with confirmed receipt thereof, by courier service with evidence of delivery or by registered mail, postage prepaid, to the other Party at its address as set forth below. Either Party may change such address for the purposes of this Agreement by notice in writing to the other Party. A notice served by telefax shall be deemed to be served 24 hours after telefax transmission and a notice served by registered mail shall be deemed to be served 4 days after posting by registered mail.

If to AZ:
AstraZeneca AB
For attn of President
SE-151 85 Sodertalje
Sweden
Facsimile: +46 8 553 29010

with copies to:
AstraZeneca AB
Global Intellectual Property - Trade Marks
Alderley Park
Macclesfield
Cheshire
SK10 4TG

and to:
AstraZeneca PLC
For attn of Company Secretary
15 Stanhope Gate
London W1Y 6LN
Facsimile: (020) 7304 5151

If to the Purchaser:
Maillefer Instruments Holdings S.A.
For attn of General Manager
Chemin du Verger 3
CH-1338 Ballaigues
Switzerland
Facsimile: +41 21 843 9293

with copy to:
DENTSPLY International Inc
570 West College Avenue
York PA 17404
Attention: Secretary
Facsimile: (717) 849 4753

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives the day and year first above written.

For and on behalf ofASTRAZENECA AB(publ)	For and on behalf of MAILLEFER INSTRUMENTS HOLDINGS S.A.
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EXHIBIT 13 - Pages 21 through 51 of the Company's Annual Report to Shareholders for fiscal year 2000

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
SELECTED FINANCIAL DATA

	Year ended December 31,				
	2000	1999	1998	1997	1996
Statement of Income Data:	(dollars in thousands, except per share amounts)				
Net sales	$889,796	$836,438	$800,456	$725,596	$660,962
Gross profit	463,594	431,811	416,304	368,726	324,670
Restructuring and other costs (income)	(56)	-	71,500	-	-
Operating income	163,916	149,617	69,852	132,456	119,464
Income before income taxes	151,796	138,019	55,101	122,006	110,960
Net income	$101,016	$ 89,863	$ 34,825 (1)	$ 74,554	$ 67,222
Earnings per Common Share:					
Net income-basic	$ 1.95	$ 1.70	$ 0.65 (1)	$ 1.38	$ 1.25
Net income-diluted	1.93	1.70	0.65 (1)	1.37	1.25
Cash dividends declared per common share	$0.25625	$0.23125	$0.21000	$0.19500	$0.17000
Weighted Average Common Shares Outstanding:					
Basic	51,856	52,754	53,330	53,937	53,840
Diluted	52,373	52,911	53,597	54,229	53,994
Balance Sheet Data:					
Working capital	$157,316	$138,448	$128,076	$107,678	$113,547
Total assets	866,615	863,730	895,322	774,376	667,662
Total debt	110,294	165,467	233,761	129,510	101,820
Stockholders' equity	520,370	468,872	413,801	423,933	365,590
Return on average stockholders' equity	20.4%	20.4%	19.2% (2)	18.9%	19.9%
Long-term debt to total capitalization	17.4%	23.7%	34.4%	19.9%	17.0%
Other Data:					
Depreciation and amortization	$ 41,359	$ 39,624	$ 37,474	$ 32,405	$ 28,108
Capital expenditures	28,425	33,386	31,430	27,660	20,804
Interest expense, net	9,291	14,640	14,168	11,006	10,071
Property, plant and equipment, net	181,341	180,536	158,998	147,130	141,458
Goodwill and other intangibles, net	344,753	349,421	346,073	336,905	256,199
Cash flows from operating activities	145,622	125,877 (3)	96,323 (3)	96,647	84,927
Income tax rate	33.5%	34.9%	36.8%	38.9%	39.4%

<FN>
Certain reclassifications have been made to prior years' data in order to conform to the current year presentation.
(1) Includes restructuring and other costs of $45.4 million, after tax, or $0.85 per common share.
(2) Excludes income statement effect of restructuring and other costs.
(3) Includes cash outflows associated with the two 1998 restructurings of $13.1 million in 1999 and $2.6 million in 1998.
</FN>

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes.

RESULTS OF OPERATIONS, 2000 COMPARED TO 1999

Net Sales

Net sales increased $53.4 million, or 6.4%, to $889.8 million, up from $836.4 million in 1999. Base business (internal sales growth exclusive of acquisitions/divestitures and the impact of currency translation) accounted for 9.5% of the sales growth in 2000. Currency translation negatively impacted net sales by 3.1%, mainly due to the devaluation of the Brazilian Real and the strengthening of the U.S. dollar against the major European currencies. Sales in the United States grew 10.6%; 10.6% from base business

and 0.1% from acquisitions, offset by 0.1% from translation. There was strong base business growth in the United States from equipment and consumable product lines. European base business sales, including the Commonwealth of Independent States ("CIS"), increased 3.2%. This, however, was offset by the impact of currency translation on European sales, which had a negative 10.1% effect, and a negative impact of 0.4% from divestitures. Both equipment and consumables experienced an increase in base business sales in Europe in 2000. The increase in consumable sales in Europe was tempered by European dealers who sharply curtailed their fourth quarter consumable purchases as their annual growth incentive rebate targets were not attainable. The economy in the Pacific Rim continued to improve, resulting in a 24.0% increase in base business sales. 1999 net sales in the Pacific Rim were impacted by $1.4 million of inventory returns from dealers in India. Without India, the Pacific Rim base business sales grew 16.0% in 2000. Excluding acquisitions and exchange, sales in Latin America grew 12.4%. Sales in the rest of the world were up 11.3%; 13.5% from base business, offset by 0.1% from divestitures and 2.1% from exchange. The increase was mainly due to base business sales increases in Canada, the Middle East and Africa, Australia, and Japan.

Gross Profit

Gross profit increased $31.8 million, or 7.4%, to $463.6 million from $431.8 million in 1999. As a percentage of sales, gross profit increased from 51.6% in 1999 to 52.1% in 2000. The gross profit margin was benefited by restructuring and operational improvements along with a favorable product mix in 2000. The percentage improvement occurred despite the negative impact of a strong U.S. dollar during 2000. The Company continues to drive projects, including lean manufacturing, waste elimination and centralized warehousing, focused on improving our operating processes and product flows. These efforts not only strengthen our gross profit margin rates and reduce inventory levels, but also improve our overall competitive advantage.

Operating Expenses

Selling, general and administrative ("SG&A") expense increased $17.5 million, or 6.2%, in 2000. As a percentage of sales, expenses remained unchanged, representing 33.7% of net sales in both periods. Increased research and development spending, a sales force increase, and higher legal expenses were offset by shared service initiatives and solid internal sales growth.

In the fourth quarter 2000, the Company recorded a $2.8 million pre-tax gain on a settlement related to a property previously owned by the Company, along with a $2.7 million pre-tax restructuring charge related to its French and Latin American businesses. The primary focus of the restructuring is consolidation of operations in these regions in order to eliminate duplicative functions. Both of these items are reflected in the "Restructuring and other costs (income)" line on the income statement (see also Note 13).

Other Income and Expenses

The decrease in net interest expense of $5.3 million was mainly due to debt repayment enabled by strong cash flow generation along with lower interest rates as we converted a portion (approximately $60 million) of our debt to Swiss Francs. Other expense was $2.8 million in 2000 compared to other income of $3.0 million in 1999. The expense in 2000 included a net increase of $2.6 million in exchange transaction losses due to the strengthening of the U.S. dollar against the major European currencies, while the prior year included other income of $2.4 million related to the divestiture of medical businesses in 1994 and 1996, and $0.4 million due to a favorable settlement of a disputed lease commitment in the United Kingdom.

Earnings

Income before income taxes increased $13.8 million, or 10.0%, from $138.0 million in 1999 to $151.8 million in 2000. The effective tax rate for operations decreased to 33.5% in 2000 from 34.9% in 1999. Net income increased $11.1 million, or 12.4%, to $101.0 million in 2000 from $89.9 million in 1999 due to higher sales, higher gross profit as a percentage of sales, lower net interest expense, and a lower provision for income taxes partially offset by higher other expense in 2000.

Basic earnings per common share increased from $1.70 in 1999 to $1.95 in 2000, or 14.7%. Diluted earnings per common share increased from $1.70 in 1999 to $1.93 in 2000, or 13.5%.

RESULTS OF OPERATIONS, 1999 COMPARED TO 1998

Net Sales

Net sales increased $35.9 million, or 4.5%, to $836.4 million, up from $800.5 million in 1998. Base business accounted for 3.5% of the sales growth in 1999 while 2.8% of the sales improvement was due to acquisitions, net of divestitures. Currency translation negatively impacted net sales by 1.8%, mainly due to the devaluation of the Brazilian Real and the strengthening of the U.S. dollar against the major European currencies. Sales in the United States grew 6.1%; 4.9% from base business and 1.2% from acquisitions. There was strong base business growth in the United States from endodontic, orthodontic and other consumable product lines. European sales decreased 1.4%; 2.1% from base business and 3.2% from currency translation offset by 3.9% growth from acquisitions. Sales for the year in Europe were negatively impacted by a soft dental market, especially in Germany, distributor consolidations in the United Kingdom, and the poor economy in the CIS. There was improvement in the fourth quarter of 1999 in Europe as consumable product sell-out rates in Germany grew modestly. Equipment sales in Europe, however, remained sluggish. The economy in the Pacific Rim continued to improve, resulting in a 5.9% increase in base business sales despite $1.4 million of inventory returns from dealers in India. Without India, base business sales in the Pacific Rim increased 16.9% in 1999. After excluding acquisitions and exchange, sales in Latin America grew 9.7%. Reported sales for Latin America decreased 6.8% mainly due to the devaluation of the Brazilian Real. Sales in the rest of the world were up 14.9%; 7.2% from base business, 6.1% from acquisitions and 1.6% from exchange. The increase was mainly due to increases in Canada, the Middle East and Africa.

Gross Profit

Gross profit increased $15.5 million, or 3.7%, to $431.8 million from $416.3 million in 1998. As a percentage of sales, gross profit decreased from 52.0% in 1998 to 51.6% in 1999. Costs associated with moving the remaining manufacturing operations for New Image and Germany's tooth manufacturing facility negatively impacted performance in the first half of 1999. In addition, purchase price accounting costs related to the acquisition of Vereinigte Dentalwerke GmbH ("VDW") in December 1998 and a strong Japanese Yen affecting orthodontic component purchases also negatively impacted the gross profit percentage.

Operating Expenses

SG&A expense increased $7.2 million or 2.6%. As a percentage of sales, expenses decreased from 34.3% in 1998 to 33.7% in 1999. This percentage decrease included a $3.1 million reduction in bad debt expense (due mainly to a bad debt reserve of $2.5 million in the third quarter of 1998 to cover softness in the CIS and Asian economies) and a $1.1 million benefit from the curtailment of the Dreieich Pension Plan in Germany resulting from the restructuring in 1998. These decreases were offset by an increase of $1.3 million in legal costs, net of settlements. Legal costs during 1999 increased $4.7 million primarily for litigation with the Justice Department, defense of endodontic patents and litigation related to the disposable air/water syringe tip. This increase was partially offset by a $3.4 million expense recovery from an arbitration award associated with our former implant business.

Restructuring and other costs of $29.0 million were recorded in the second quarter of 1998 to rationalize and restructure the Company's worldwide laboratory business. In the fourth quarter of 1998, the Company took a restructuring charge of $42.5 million primarily for the write-off of intangibles, including goodwill, and closing costs associated with the discontinuance of the New Image division in Carlsbad, California.

Other Income and Expenses

Net interest expense increased $0.5 million during 1999 due to increased interest expense on higher debt levels incurred during the first half of 1999 to finance the acquisition of VDW in December 1998 and the stock repurchase program in the second half of 1998.

Other income increased $3.6 million in 1999 including $1.6 million of lower transaction exchange losses and $1.3 million of other income related to the 1995 divestiture of the CMW business unit.

Earnings

Income before income taxes increased $82.9 million, including $71.5 million of restructuring and other costs recorded in the second and fourth quarters of 1998. Without these costs, income before income taxes increased $11.4 million, or 9.0%. The effective tax rate for operations was lowered to 34.9% in 1999 compared to 36.8% in 1998 reflecting savings from federal, state and foreign tax planning activities. Net income increased $55.0 million including the after-tax impact of $45.4 million for restructuring and other costs. Without these costs, net income increased $9.6 million, or 12.0% in 1999 compared to 1998 due to higher sales, lower expenses as a percentage of sales, higher other income, and a lower provision for income taxes partially offset by a lower gross profit percentage in 1999.

Basic and diluted earnings per common share were $1.70 in 1999 compared to $0.65 per share in 1998. Earnings per common share in 1998 included $0.85 for restructuring and other costs. Without these costs, basic and diluted earnings per common share increased from $1.50 in 1998 to $1.70 in 1999 or 13.3%.

FOREIGN CURRENCY

Since approximately 40% of the Company's revenues have been generated in currencies other than the U.S. dollar, the value of the U.S. dollar in relation to those currencies affects the results of operations of the Company. The impact of currency fluctuations in any given period can be favorable or unfavorable. The impact of foreign currency fluctuations of European currencies on operating income is partially offset by sales in the U.S. of products sourced from plants and third party suppliers located overseas, principally in Germany and Switzerland.

LIQUIDITY AND CAPITAL RESOURCES

Cash flows from operating activities were $145.6 million in 2000 compared to $125.9 million in 1999. The 1999 cash flows from operating activities included $13.1 million of cash outflows associated with the two restructurings recorded in 1998. The increase of $19.7 million was due primarily to increased earnings and increases in accrued liabilities, offset by increases in inventories and accounts receivable.

Investment activities for 2000 included capital expenditures of $28.4 million. In addition, the Company completed five acquisitions in 2000 for a total of $16.2 million (see also Note 3).

During 2000, the Company repurchased 1.4 million shares of its common stock for $40.1 million. In December 2000, the Board of Directors authorized the repurchase of up to 1.0 million additional shares of common stock on the open market or in negotiated transactions in 2001. The timing and amounts of any additional future purchases will depend upon many factors, including market conditions and the Company's business and financial condition.

At December 31, 2000, the Company's current ratio was 1.9 with working capital of $157.3 million. This compares with a current ratio of 1.8 and working capital of $138.4 million at December 31, 1999. The increase in working capital primarily resulted from a $19.4 million reduction in current maturities of short-term debt and $4.0 million in higher cash balances. The Company's long-term debt to total capitalization decreased from 23.7% in 1999 to 17.4% in 2000 primarily as a result of a reduction in long-term debt of $35.8 million during 2000.

Under its two revolving credit agreements, the Company is able to borrow up to $175 million on an unsecured basis through October 2002 and $125 million through October 2001. The $175 million facility may be extended, subject to certain conditions, until October 2004. The $125 million 364-day facility terminates in October 2001, but contains a one-year term-out provision and may be extended, subject to certain conditions, for additional periods of 364 days. The revolving credit agreements are unsecured and contain various financial and other covenants.

Under its bank multi-currency revolving credit agreement, the Company is able to borrow up to $20 million for foreign working capital purposes on an unsecured basis through October 2001. The multi-currency facility may be extended, subject to certain conditions, for additional periods of 364 days.

The Company established a $200 million commercial paper facility in September 1999. The rating agencies have assigned a rating of A-2/P-2 to the Company's unsecured commercial paper facility. The revolving credit facilities serve as back up to this commercial paper facility. No additional credit has been extended.

The Company also has access to $55.1 million in uncommitted short-term financing under lines of credit from various financial institutions. Substantially all of these lines of credit have no major restrictions and are provided under demand notes between the Company and the lending institutions.

The Company had unused lines of credit of $274.5 million at December 31, 2000.

The Company had acquisition activity in process at December 31,2000 that has resulted or will result in significant cash outlays in 2001. In December 2000, the Company agreed to acquire all the outstanding shares of Friadent GmbH ("Friadent") for 220 million German marks or approximately $100 million. The Friadent acquisition was completed in January 2001. In January 2001, the Company agreed to acquire the dental injectible anesthetic assets of AstraZeneca ("AZ"), including licensing rights to the dental trademarks, for $136.5 million. The AZ acquisition is targeted to close late in the first quarter of 2001. The Company expects to make an earn-out payment of approximately $85 million related to its 1996 purchase of Tulsa Dental Products LLC. The earn-out is based on provisions in the purchase agreement related to the operating performance of the acquired business. The Company expects that the earn-out payment will be paid and recognized by July 1, 2001 and will have an annualized earnings impact of approximately $0.11 per share, comprised of approximately $0.05 related to goodwill amortization and approximately $0.06 for incremental borrowing costs. These transactions are

discussed in Note 3 of the Notes to Consolidated Financial Statements.

In order to fund these transactions, the Company completed a $100 million five year average life private placement of debt, denominated in Swiss francs with a major insurance company in March of 2001. The Company also plans on renewing and expanding its revolving credit agreements to approximately $450 million by the end of the second quarter of 2001. These new facilities will allow the Company to not only fund its new acquisitions, but also will provide the Company with resources to support future opportunities as they arise.

NEW ACCOUNTING STANDARDS

Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities," was issued by the Financial Accounting Standards Board (FASB) in June 1998. This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. It requires recognition of all derivatives as either assets or liabilities on the balance sheet and measurement of those instruments at fair value. This statement, as amended, was adopted effective January 1, 2001, and as required, the Company recognized a cumulative adjustment for the change in accounting principle. This adjustment increased other current liabilities by $1.1 million and resulted in a cumulative loss, to be reflected in current earnings, and a reduction in other comprehensive income, net of tax, of $0.2 million and $0.5 million, respectively. The Company does not expect this statement to have a significant impact on future net income as its derivative instruments are held primarily for hedging purposes, and the Company considers the resulting hedges to be highly effective under SFAS 133.

In September 1999, FASB issued, and then revised in February 2001, an Exposure Draft on a Proposed Statement related to Business Combinations and Intangible Assets. The proposal focuses on the accounting for goodwill and other purchased intangible assets and the fundamental issues related to the methods of accounting for business combinations. The primary proposals of this Exposure Draft include eliminating the use of the pooling method of accounting and discontinuing the amortization of goodwill and instead applying a periodic impairment approach. If finalized in its current form, this Exposure Draft would be applied immediately upon its effective date and could have a material impact on the Company's results of operations. Goodwill amortization reduced earnings per share by approximately $0.15 in 2000 and is projected to reduce earnings per share by approximately $0.20-$0.25 in 2001 under the current accounting rules.

EURO CURRENCY CONVERSION

On January 1, 1999, eleven of the fifteen member countries of the European Union (the "participating countries") established fixed conversion rates between their legacy currencies and the newly established Euro currency.

The legacy currencies will remain legal tender in the participating countries between January 1, 1999 and January 1, 2002 (the "transition period"). Starting January 1, 2002 the European Central Bank will issue Euro-denominated bills and coins for use in cash transactions. On or before July 1, 2002, the legacy currencies of participating countries will no longer be legal tender for any transactions.

The Company's various operating units which are affected by the Euro

conversion have adopted the Euro as the functional currency effective January 1, 2001. At this time, the Company does not expect the reasonably foreseeable consequences of the Euro conversion to have material adverse effects on the Company's business, operations or financial condition.

IMPACT OF INFLATION

The Company has generally offset the impact of inflation on wages and the cost of purchased materials by reducing operating costs and increasing selling prices to the extent permitted by market conditions.

QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The infomation below provides information about the Company's market sensitive financial instruments and includes "forward-looking statements" that involve risks and uncertainties. Actual results could differ materially from those expressed in the forward-looking statements. The Company's major market risk exposures are changing interest rates and movements in foreign currency exchange rates. The Company's policy is to manage interest rates through the use of floating rate debt and interest rate swaps to adjust interest rate exposures when appropriate, based upon market conditions. A portion of the Company's borrowings are denominated in foreign currencies which exposes the Company to market risk associated with exchange rate movements. The Company's policy generally is to hedge major foreign currency exposures through foreign exchange forward contracts. These contracts are entered into with major financial institutions thereby minimizing the risk of credit loss. The Company does not hold or issue derivative financial instruments for speculative or trading purposes. The Company is subject to other foreign exchange market risk exposure as a result of non-financial instrument anticipated foreign currency cash flows which are difficult to reasonably predict, and have therefore not been included in the table below. All items described are non-trading and are stated in U.S. dollars.

Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. The Company believes the carrying amounts of cash and cash equivalents, accounts receivable (net of allowance for doubtful accounts), prepaid expenses and other current assets, accounts payable, accrued liabilities, income taxes payable and notes payable approximate fair value due to the short-term nature of these instruments. The Company also believes the carrying amount of long-term debt approximates fair value as the interest rates are variable and reflect current market rates.

Derivative Financial Instruments

The Company employs derivative financial instruments to hedge certain anticipated transactions, firm commitments, or assets and liabilities denominated in foreign currencies, interest rate swaps to convert floating rate debt to fixed rate, and commodity swaps to fix its variable raw materials.

Foreign Exchange Risk Management The Company enters into forward foreign exchange contracts to selectively hedge assets and liabilities denominated in foreign currencies. Market value gains and losses are recognized in income currently and the resulting gains or losses offset foreign exchange gains or losses recognized on the foreign currency assets and liabilities hedged. Determination of hedge activity is based upon market conditions, the magnitude of the foreign currency assets and liabilities and perceived risks. The Company's significant contracts outstanding as of December 31, 2000 are summarized in the table that follows. These foreign exchange contracts generally have maturities of less than six months and

counterparties to the transactions are typically large international financial institutions.

Interest Rate Risk Management The Company enters into interest rate swaps to convert floating rate debt to fixed rate. In July 1998, the Company entered into interest rate swap agreements with notional amounts totaling $80.0 million which converts a portion of the Company's variable rate financing to fixed rates. The average fixed rate of these agreements is 5.7% and fixes the rate for an average of five years. In January 2000, the Company entered into an interest rate swap agreement with notional amounts totaling 50 million Swiss francs which converts a portion of the Company's variable rate financing to fixed rates. The average fixed rate of these agreements is 3.4% and fixes the rate for an average of three years. The fair value of these swap agreements is the estimated amount the Company would receive (pay) at the reporting date, taking into account the effective interest rates. At December 31, 2000 and 1999, the estimated fair values were $(0.3) million and $2.7 million, respectively.

Commodity Price Risk Management The Company selectively enters into commodity price swaps to convert variable raw material costs to fixed. In August 2000, the Company entered into a commodity price swap agreement with notional amounts totaling 270,000 troy ounces of silver bullion throughout calendar year 2000. The average fixed rate of this agreement is $5.10 per troy ounce. At December 31, 2000, the estimated fair value was $(0.1) million.

	EXPECTED MATURITY DATES				DECEMBER 31, 2000	
	2001	2002	2003	2005	Carrying Value	Fair Value
	(dollars in thousands)					
Short Term Debt:						
US dollar denominated	$ 794	$ -	$ -	$ -	$ 794	$ 794
Average interest rate	7.3%					
Long Term Debt:						
US dollar denominated	5,150	15,000	-	-	20,150	20,150
Average interest rate	7.3%	6.8%				
Swiss franc denominated	42	73,175	-	-	73,217	73,217
Average interest rate	6.5%	3.7%				
Italian lira denominated	4,648		-	-	4,648	4,648
Average interest rate	5.6%					
Japanese yen denominated	-	3,930	-	-	3,930	3,930
Average interest rate		0.7%				
Australian dollar denominated	3,620		-	-	3,620	3,620
Average interest rate	6.6%					
German mark denominated	2,411		-	-	2,411	2,411
Average interest rate	6.0%					
Thai baht denominated	1,106		-	-	1,106	1,106
Average interest rate	5.5%					
Chile peso denominated	418		-	-	418	418
Average interest rate	5.9%					
Foreign Exchange Forward Contracts:						
Forward purchase, 1.0 billion Japanese yen	9,484	-	-	-	9,484	9,205
Forward purchase, 0.5 million Swiss francs	304	-	-	-	304	307
Forward sales, 3.1 million British pounds	4,434	-	-	-	4,434	4,627
Forward sales, 25.0 million French francs	3,407	-	-	-	3,407	3,585
Forward sales, 12.6 million German marks	6,000	-	-	-	6,000	6,062
Interest Rate Swaps:						
Interest rate swaps - USD	-	40,000	20,000	20,000	-	(258)

Average interest rates		5.5%	5.8%	5.8%		
Interest rate swaps - Swiss francs	-	-	30,910	-	-	(48)
Average interest rates			3.4%			
Silver Swap - USD	1,377	-	-	-	-	(108)

Management's Financial Responsibility

The management of DENTSPLY International Inc. is responsible for the preparation and integrity of the consolidated financial statements and all other information contained in this Annual Report. The financial statements were prepared in accordance with generally accepted accounting principles and include amounts that are based on management's informed estimates and judgments.

In fulfilling its responsibility for the integrity of financial information, management has established a system of internal accounting controls supported by written policies and procedures. This provides reasonable assurance that assets are properly safeguarded and accounted for and that transactions are executed in accordance with management's authorization and recorded and reported properly.

The financial statements have been audited by our independent accountants, PricewaterhouseCoopers LLP, whose unqualified report is presented below. The independent accountants perform audits of the financial statements in accordance with generally accepted auditing standards, which include a review of the system of internal accounting controls to the extent necessary to determine the nature, timing and extent of audit procedures to be performed.

The Audit and Information Technology Committee (Committee) of the Board of Directors, consisting solely of outside Directors, meets with the independent accountants with and without management to review and discuss the major audit findings, internal control matters and quality of financial reporting. The independent accountants also have access to the Committee to discuss auditing and financial reporting matters with or without management present.

/s/John C. Miles II	/s/Gerald K. Kunkle	/s/William R. Jellison
John C. Miles II Chairman and Chief Executive Officer	Gerald K. Kunkle President and Chief Operating Officer	William R. Jellison Senior Vice President and Chief Financial Officer

Report of Independent Accountants

To the Board of Directors and Stockholders
of DENTSPLY International Inc.

In our opinion, the accompanying consolidated balance sheets as of December 31, 2000 and the related consolidated statements of income, of stockholders' equity and of cash flows present fairly, in all material respects, the financial position of DENTSPLY International Inc. and its subsidiaries at December 31, 2000, and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audit. We conducted

our audit of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion. The financial statements of the Company as of December 31, 1999 and for each of the two years then ended were audited by other independent accountants whose report dated January 20, 2000 expressed an unqualified opinion on those statements.

PricewaterhouseCoopers LLP

Philadelphia, PA
January 19, 2001, except for Note 15, as to which the date is March 7, 2001

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	Year Ended December 31,		
	2000	1999	1998
	(in thousands, except per share amounts)		
Net sales	$ 889,796	$ 836,438	$ 800,456
Cost of products sold	426,202	404,627	384,152
Gross profit	463,594	431,811	416,304
Selling, general and administrative expenses	299,734	282,194	274,952
Restructuring and other costs (income) (Note 13)	(56)	-	71,500
Operating income	163,916	149,617	69,852
Other income and expenses:			
Interest expense	10,153	15,758	15,367
Interest income	(862)	(1,118)	(1,199)
Other expense (income), net	2,829	(3,042)	583
Income before income taxes	151,796	138,019	55,101
Provision for income taxes (Note 11)	50,780	48,156	20,276
Net income	$ 101,016	$ 89,863	$ 34,825
Earnings per common share (Note 2):			
Basic	$ 1.95	$ 1.70	$ 0.65
Diluted	1.93	1.70	0.65
Cash dividends declared per common share	$ 0.25625	$ 0.23125	$ 0.21000
Weighted average common shares outstanding:			
Basic	51,856	52,754	53,330
Diluted	52,373	52,911	53,597

<FN>

The accompanying notes are an integral part of these financial statements.
</FN>

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	December 31, 2000	December 31, 1999
	(in thousands)	
Assets		
Current Assets:		
Cash and cash equivalents	$ 15,433	$ 11,418
Accounts and notes receivable-trade, net (Note 1)	133,643	127,911
Inventories, net (Notes 1 and 5)	133,304	135,480
Prepaid expenses and other current assets	43,074	44,001
Total Current Assets	325,454	318,810
Property, plant and equipment, net (Notes 1 and 6)	181,341	180,536
Identifiable intangible assets, net (Notes 1 and 7)	80,730	80,374
Costs in excess of fair value of net assets acquired, net (Note 1)	264,023	269,047
Other noncurrent assets	15,067	14,963
Total Assets	$ 866,615	$ 863,730
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 45,764	$ 44,609
Accrued liabilities (Note 8)	88,058	80,922
Income taxes payable	33,522	34,676
Notes payable and current portion of long-term debt (Note 9)	794	20,155
Total Current Liabilities	168,138	180,362
Long-term debt (Note 9)	109,500	145,312
Deferred income taxes	16,820	20,240
Other noncurrent liabilities	47,226	46,445
Total Liabilities	341,684	392,359
Minority interests in consolidated subsidiaries	4,561	2,499
Commitments and contingencies (Note 14)		
Stockholders' equity:		
Preferred stock, $.01 par value; .25 million shares authorized; no shares issued	-	-
Common stock, $.01 par value; 100 million shares authorized; 54.3 million shares issued at December 31, 2000 and December 31, 1999	543	543
Capital in excess of par value	151,899	151,509

Retained earnings	490,167	402,408
Accumulated other comprehensive loss	(49,296)	(43,209)
Unearned ESOP compensation	(4,938)	(6,458)
Treasury stock, at cost, 2.6 million shares at December 31, 2000 and 1.5 million shares at December 31, 1999	(68,005)	(35,921)
Total Stockholders' Equity	520,370	468,872
Total Liabilities and Stockholders' Equity	$ 866,615	$ 863,730

<FN>
The accompanying notes are an integral part of these financial statements.
</FN>

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Unearned ESOP Compensation	Treasury Stock	Total Stockholders' Equity
Balance at December 31, 1997	$ 542	$150,738	$301,058	$(16,720)	$(9,497)	$(2,188)	$423,933
Comprehensive Income:							
Net income	-	-	34,825	-	-	-	34,825
Other comprehensive income:							
Foreign currency translation adjustment, net of $1,435 tax	-	-	-	1,990	-	-	1,990
Comprehensive Income							36,815
Exercise of stock options and warrants	1	1,227	-	-	-	2,586	3,814
Tax benefit from stock options and warrants exercised	-	906	-	-	-	-	906
Repurchase of common stock, at cost	-	-	-	-	-	(42,049)	(42,049)
Cash dividends ($.21 per share)	-	-	(11,138)	-	-	-	(11,138)
Decrease in unearned ESOP compensation	-	-	-	-	1,520	-	1,520
Balance at December 31, 1998	543	152,871	324,745	(14,730)	(7,977)	(41,651)	413,801
Comprehensive Income:							
Net income	-	-	89,863	-	-	-	89,863
Other comprehensive loss:							
Foreign currency translation adjustment, net of $1,797 tax	-	-	-	(28,479)	-	-	(28,479)
Comprehensive Income							61,384
Exercise of stock options and warrants	-	(1,823)	-	-	-	5,998	4,175
Tax benefit from stock options and warrants exercised	-	730	-	-	-	-	730
Reissuance of treasury stock	-	(269)	-	-	-	3,622	3,353
Repurchase of common stock, at cost	-	-	-	-	-	(3,890)	(3,890)
Cash dividends ($.23125 per share)	-	-	(12,200)	-	-	-	(12,200)
Decrease in unearned ESOP compensation	-	-	-	-	1,519	-	1,519
Balance at December 31, 1999	543	151,509	402,408	(43,209)	(6,458)	(35,921)	468,872
Comprehensive Income:							
Net income	-	-	101,016	-	-	-	101,016
Other comprehensive loss:							
Foreign currency translation adjustment, net of $688 tax	-	-	-	(5,416)	-	-	(5,416)
Minimum pension liability adjustment	-	-	-	(671)	-	-	(671)
Comprehensive Income							94,929
Exercise of stock options	-	(583)	-	-	-	8,008	7,425
Tax benefit from stock options exercised	-	973	-	-	-	-	973
Repurchase of common stock, at cost	-	-	-	-	-	(40,092)	(40,092)
Cash dividends ($.25625 per share)	-	-	(13,257)	-	-	-	(13,257)
Decrease in unearned ESOP compensation	-	-	-	-	1,520	-	1,520
Balance at December 31, 2000	$ 543	$151,899	$490,167	$(49,296)	$(4,938)	$(68,005)	$520,370

<FN>
The accompanying notes are an integral part of these financial statements.
</FN>

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2000	1999	1998
		(in thousands)	
Cash flows from operating activities:			
Net income	$ 101,016	$ 89,863	$ 34,825
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	22,024	19,933	17,634
Amortization	19,335	19,691	19,840
Deferred income taxes	4,249	5,885	(22,084)
Restructuring and other costs (income)	(56)	-	71,500
Other non-cash transactions	815	319	(513)
Loss on disposal of property, plant and equipment	482	304	107
Non-cash ESOP compensation	1,520	1,519	1,520
Changes in operating assets and liabilities, net of acquisitions and divestitures:			
Accounts and notes receivable-trade, net	(9,218)	2,384	(7,305)
Inventories, net	(1,216)	4,394	(5,605)
Prepaid expenses and other current assets	(1,526)	(2,223)	(3,990)
Accounts payable	1,492	1,040	(2,777)
Accrued liabilities	7,018	(14,343)	(10,171)
Income taxes payable	(834)	11	2,368
Other, net	521	(2,900)	974
Net cash provided by operating activities	145,622	125,877	96,323
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(14,995)	(673)	(106,835)
Expenditures for identifiable intangible assets	(1,423)	(3,256)	(5,247)
Proceeds from sale of property, plant and equipment	215	1,825	1,114
Capital expenditures	(28,425)	(33,386)	(31,430)
Net cash used in investing activities	(44,628)	(35,490)	(142,398)
Cash flows from financing activities:			
Proceeds from exercise of stock options and warrants	7,425	4,175	3,815
Cash paid for treasury stock	(40,092)	(3,890)	(42,049)
Cash dividends paid	(13,004)	(11,859)	(10,954)
Proceeds from long-term borrowings, net of deferred financing costs	114,341	99,407	159,898
Payments on long-term borrowings	(149,390)	(177,946)	(60,337)
Increase (decrease) in short-term borrowings	(18,389)	4,909	(1,410)
Net cash (used in) provided by financing activities	(99,109)	(85,204)	48,963
Effect of exchange rate changes on cash and cash equivalents	2,130	(4,238)	(3,891)
Net increase (decrease) in cash and cash equivalents	4,015	945	(1,003)
Cash and cash equivalents at beginning of period	11,418	10,473	11,476
Cash and cash equivalents at end of period	$ 15,433	$ 11,418	$ 10,473

<FN>
The accompanying notes are an integral part of these financial statements.
</FN>

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

Year Ended December 31,

	2000	1999	1998
		(in thousands)	
Supplemental disclosures of cash flow information:			
Interest paid	$ 7,434	$ 13,863	$ 12,215
Income taxes paid	39,064	34,951	40,048
Supplemental disclosures of non-cash transactions:			
Issuance of treasury stock in connection with the acquisition of certain assets	-	3,353	-

The company assumed liabilities in conjunction with the following acquisitions:

	Date Acquired	Fair Value of Assets Acquired	Cash Paid for Assets or Capital Stock	Liabilities Assumed
PreVest, Inc.	October 2000	$ 2,000	$ 2,000	$ -
San Diego Swiss Machining, Inc.	September 2000	7,729	7,702	27
ESP, LLC	August 2000	2,452	2,452	-
Darway, Inc.	July 2000	3,485	3,469	16
Midwest Orthodontic Manufacturing, LLC	July 2000	999	604	395
Vereinigte Dentalwerke GmbH	December 1998	63,491	45,780	17,711
Herpo Productos Dentarios Ltda.	May 1998	13,842	7,395	6,447
Crescent Dental Manufacturing Co.	May 1998	5,783	5,214	569
GAC, Inc.	April-Dec. 1998	38,439	26,485	11,954
InfoSoft, Inc.	March 1998	10,497	8,645	1,852
Blendax	January 1998	7,556	6,893	663

<FN>
The accompanying notes are an integral part of these financial statements.
</FN>

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Description of Business

DENTSPLY (the "Company") designs, develops, manufactures and markets a broad range of products for the dental market. The Company believes that it is the world's leading manufacturer and distributor of dental prosthetics, endodontic instruments and materials, prophylaxis paste, dental sealants, ultrasonic scalers, dental injectible anesthetics and crown and bridge materials; the leading United States manufacturer and distributor of dental x-ray equipment, dental handpieces, intraoral cameras, dental x-ray film holders, film mounts and bone substitute/grafting materials; and a leading worldwide manufacturer or distributor of implants, impression materials, orthodontic appliances, dental cutting instruments and dental implants. The Company distributes its dental products in over 120 countries under some of the most well established brand names in the industry. DENTSPLY is committed to the development of innovative, high quality, cost-effective new products for the dental market.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and all majority-owned subsidiaries. Intercompany accounts and transactions are eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates and assumptions.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Accounts and Notes Receivable-Trade

The Company sells dental equipment and supplies primarily through a worldwide network of distributors, although certain product lines are sold directly to the end user. For customers on credit terms, the Company performs ongoing credit evaluation of those customers' financial condition and generally does not require collateral from them. Accounts and notes receivable-trade are stated net of an allowance for doubtful accounts of $6.4 million and $8.2 million at December 31, 2000 and 1999, respectively.

Inventories

Inventories are stated at the lower of cost or market. At December 31, 2000 and 1999, the cost of $14.0 million, or 10%, and $15.5 million, or 11%, respectively, of inventories was determined by the last-in, first-out (LIFO) method. The cost of other inventories was determined by the first-in, first-out (FIFO) or average cost method.

Pre-tax income was $0.1 million, $0.7 million, and $0.2 million lower in 2000, 1999, and 1998, respectively, as a result of using the LIFO method as compared to using the FIFO method. If the FIFO method had been used to determine the cost of LIFO inventories, the amounts at which net inventories are stated would be lower than reported at December 31, 2000 and 1999 by $0.2 million and $0.3 million, respectively.

Property, Plant and Equipment

Property, plant and equipment are stated at cost, net of accumulated depreciation. Except for leasehold improvements, depreciation for financial reporting purposes is computed by the straight-line method over the following estimated useful lives: buildings - generally 40 years and machinery and equipment - 4 to 15 years. The cost of leasehold improvements is amortized over the shorter of the estimated useful life or the term of the lease. Maintenance and repairs are charged to operations; replacements and major improvements are capitalized.

Identifiable Intangible Assets

Identifiable intangible assets, which primarily consist of patents, trademarks and licensing agreements, are amortized on a straight-line basis over their estimated useful lives, ranging from 5 to 40 years. Long-lived assets are reviewed for impairment whenever events or circumstances provide evidence that suggest that the carrying amount of the asset may not be recoverable. Impairment is determined by using identifiable undiscounted cash flows.

Costs in Excess of Fair Value of Net Assets Acquired

The excess of costs of acquired companies and product lines over the fair value of net assets acquired ("goodwill") is amortized on a straight-line basis over 25 to 40 years. Costs in excess of the fair value of net assets acquired are stated net of accumulated amortization of $62.0 million and $52.5 million at December 31, 2000 and 1999, respectively. Costs in excess of fair value of net assets acquired are evaluated periodically to determine whether later events or circumstances warrant revised estimates of useful

lives. The recovery of goodwill is evaluated by an analysis of operating results and consideration of other significant events or changes in the business environment. If an operating unit has current operating losses and based upon projections there is a likelihood that such operating losses will continue, the Company will evaluate whether impairment exists on the basis of undiscounted expected future cash flows from operations. If impairment exists, the carrying amount of goodwill is reduced by the estimated shortfall of cash flows on a discounted basis.

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. The Company believes the carrying amounts of cash and cash equivalents, accounts receivable (net of allowance for doubtful accounts), prepaid expenses and other current assets, accounts payable, accrued liabilities, income taxes payable and notes payable approximate fair value due to the short-term nature of these instruments. The Company also believes the carrying amount of long-term debt approximates fair value as the interest rates are variable and reflect current market rates.

Derivative Financial Instruments

The Company employs derivative financial instruments to hedge certain anticipated transactions, firm commitments, or assets and liabilities denominated in foreign currencies, interest rate swaps to convert floating rate debt to fixed rate, and commodity swaps to fix its variable raw materials.

Foreign Currency Translation

The functional currency for foreign operations, except for those in highly inflationary economies, has been determined to be the local currency.

Assets and liabilities of foreign subsidiaries are translated at exchange rates on the balance sheet date; revenue and expenses are translated at the average year-to-date rates of exchange. The effects of these translation adjustments are reported in a separate component of stockholders' equity.

Exchange gains and losses arising from transactions denominated in a currency other than the functional currency of the entity involved and translation adjustments in countries with highly inflationary economies are included in income. Exchange losses of $2.7 million in 2000, $0.1 million in 1999 and of $1.7 million in 1998 are included in other expense (income), net.

Revenue Recognition

Revenue, net of related discounts and allowances, is recognized when product is shipped and risk of loss has transferred to the customer.

Research and Development Costs

Research and development costs are charged to expense as incurred and are included in selling, general and administrative expenses. Research and development costs amounted to approximately $20.4 million, $18.5 million and $18.2 million for 2000, 1999 and 1998, respectively.

Income Taxes

Income taxes are determined in accordance with Statement of Financial Accounting Standards No. 109 ("SFAS 109"), which requires recognition of

deferred income tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income tax liabilities and assets are determined based on the difference between financial statements and tax bases of liabilities and assets using enacted tax rates in effect for the year in which the differences are expected to reverse. SFAS 109 also provides for the recognition of deferred tax assets if it is more likely than not that the assets will be realized in future years. A valuation allowance has been established for deferred tax assets for which realization is not likely.

Earnings Per Share

Basic earnings per share is calculated by dividing net earnings by the average number of shares outstanding for the period. Diluted earnings per share is calculated by dividing net earnings by the average number of shares outstanding for the period, adjusted for the effect of an assumed exercise of all dilutive options outstanding at the end of the period.

Stock Compensation

The Company applies the intrinsic value method in accordance with Accounting Principles Board Opinion No. 25 and related Interpretations in accounting for stock compensation plans. Under this method, no compensation expense is recognized for fixed stock option plans.

Reclassifications

Certain reclassifications have been made to prior years' data in order to conform to the current year presentation.

New Accounting Standards

Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities," was issued by the Financial Accounting Standards Board (FASB) in June 1998. This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. It requires recognition of all derivatives as either assets or liabilities on the balance sheet and measurement of those instruments at fair value. This statement, as amended, was adopted effective January 1, 2001, and as required, the Company recognized a cumulative adjustment for the change in accounting principle. This adjustment increased other current liabilities by $1.1 million and resulted in a cumulative loss, to be reflected in current earnings, and a reduction in other comprehensive income, net of tax, of $0.2 million and $0.5 million, respectively. The Company does not expect this statement to have a significant impact on future net income as its derivative instruments are held primarily for hedging purposes, and the Company considers the resulting hedges to be highly effective under SFAS 133.

NOTE 2 - EARNINGS PER COMMON SHARE

The following table sets forth the computation of basic and diluted earnings per common share:

	Income (Numerator)	Shares (Denominator)	Per Share Amount
	(in thousands, except per share amounts)		

Year Ended December 31, 2000			
Basic EPS	$101,016	51,856	$ 1.95
Incremental shares from assumed exercise of dilutive options and warrants	-	517	
Diluted EPS	$101,016	52,373	$ 1.93
Year Ended December 31, 1999			
Basic EPS	$ 89,863	52,754	$ 1.70
Incremental shares from assumed exercise of dilutive options	-	157	
Diluted EPS	$ 89,863	52,911	$ 1.70
Year Ended December 31, 1998			
Basic EPS	$ 34,825	53,330	$ 0.65
Incremental shares from assumed exercise of dilutive options and warrants	-	267	
Diluted EPS	$ 34,825	53,597	$ 0.65

Options to purchase 0.9 million, 0.6 million and 0.4 million shares of common stock that were outstanding during the years ended 2000, 1999 and 1998, respectively, were not included in the computation of diluted earnings per share since the options' exercise prices were greater than the average market price of the common shares and, therefore, the effect would be antidilutive.

NOTE 3 - BUSINESS ACQUISITIONS

In October 2000, the Company acquired certain assets and the business of PVI, Inc., doing business as PreVest, Inc. ("PreVest"), for $2.0 million. The business is a multi-industry manufacturer of investment materials produced for the precision casting of metal alloys.

In September 2000, the Company purchased the assets of the ultrasonic dental tip business of San Diego Swiss Machining, Inc. ("SDSM") for $7.7 million. Headquartered in Chula Vista, California, the dental tip business of SDSM produces and distributes a proprietary line of ultrasonic instrument tips used to shape and clean root canals during endodontic therapy. These advanced endodontic instruments are currently marketed under the CPR tradename.

In August 2000, the Company acquired a 51% interest in ESP, LLC ("ESP"), located in New Orleans, Louisiana, for $2.5 million. ESP will manufacture and market the Chimal product lines of lotions and creams to the worldwide dental, medical, automotive, cosmetology, industrial and food markets. The Chimal skin shield contains ingredients that bond to the skin and seal out irritants such as chemicals and solvents while sealing in natural moisturizers.

In July 2000, the Company purchased the assets of Darway Inc. ("Darway"), of San Mateo, California, for $3.5 million. Darway manufactures the patented Palodent Contoured Sectional Matrix System, which is used by dentists to provide a means to contain filling material when the restoration of a tooth requires removing tooth structure that faces an adjacent tooth, the tongue or the cheek.

In July 2000, the Company purchased certain assets of Midwest Orthodontic

Manufacturing, LLC ("MOM"), based in Columbus, Indiana, for $0.6 million. MOM produces a broad array of ancillary materials used in orthodontia from its Indiana facility, including elastics, retainer cases and springs.

Each acquisition completed in 2000 was accounted for under the purchase method of accounting; accordingly, the results of their operations are included in the accompanying financial statements since the respective dates of the acquisitions. The purchase prices including direct acquisition costs have been allocated on the basis of estimates of the fair values of assets acquired and liabilities assumed. The excess of acquisition cost over net assets acquired of $1.0 million for Prevest, $5.6 million for SDSM, $0.1 million for ESP, $2.0 million for Darway and $0.3 million for MOM is being amortized over 25 to 40 years. Pro forma financial data has not been presented since 2000 acquisitions, individually and in the aggregate, are not significant.

The following acquisition and divestiture activities were in process but had not been completed prior to December 31, 2000:

In November 2000, the Company entered into an agreement in principle whereby it will acquire all of the issued and outstanding shares of Pro-Dex, Inc. ("Pro-Dex"). The agreement in principle provides that each share of Pro-Dex will be exchanged, at the completion of the transaction, for .091 shares of the Company, yielding an indicated value for the transaction of approximately $30 million. The transaction is expected to be completed no later than the second quarter of 2001. It is subject to regulatory approval, approval by Pro-Dex shareholders and the Company's Board of Directors, completion of a definitive agreement, and other customary closing conditions. Pro-Dex, Inc. is a Colorado-based holding company with operations specializing in the manufacturing and marketing of infection control and preventive products, motion control products, and miniature pneumatic (air) motors and handpieces used in dental, medical and industrial applications.

In December 2000, the Company agreed to acquire all the outstanding shares of Friadent GmbH ("Friadent") for 220 million German marks or approximately $100 million. The acquisition closed in January 2001 and has been accounted for under the purchase method of accounting. Headquartered in Mannheim, Germany, Friadent is a major global dental implant manufacturer and marketer with subsidiaries in Germany, France, Denmark, Sweden, the United States, Switzerland, Brazil, and Belgium.

In December 2000, the Company agreed to sell InfoSoft, LLC to PracticeWorks, Inc. InfoSoft, LLC, a wholly owned subsidiary of the Company, develops and sells software and related products for dental practice management. PracticeWorks is the dental software management and dental claims processing company which is being spun-off by Infocure Corporation (NASDAQ-INCX). The Company will receive 6.5% convertible preferred stock in PracticeWorks, which is estimated to have a value of $32 million. These preferred shares are convertible into 9.8% of PracticeWorks common stock. If not previously converted, the preferred shares are redeemable for cash after 5 years. This sale is expected to result in a $20-$22 million pretax gain. The sale, which is contingent upon regulatory approval, completion of the spin off of PracticeWorks and other conditions typical in agreements of this type, is expected to close in the first quarter of 2001.

In January 2001, the Company agreed to acquire the dental injectible anesthetic assets of AstraZeneca ("AZ"), including licensing rights to the dental trademarks, for $136.5 million and royalties on future sales of a new anesthetic product for scaling and root planing (Oraqix(TM)) that is currently in Stage III clinical trials with the U.S. Food and Drug

Administration. The $136.5 million purchase price will be paid as follows: $96.5 million will be paid at closing, $20 million will be a contingency payment associated with sales of injectible dental anesthetic, $10 million as a milestone payment upon submission of an Oraqix New Drug Application (NDA) in the U.S., and Marketing Authorization Application (MAA) in Europe, and $10 million as a milestone payment upon approval of the NDA and MAA. The acquisition is targeted to close late in the first quarter of 2001 and will be accounted for under the purchase method of accounting.

Certain assets of Tulsa Dental Products LLC were purchased in January 1996 for $75.1 million, plus $5.0 million paid in May 1999 related to contingent consideration ("earn-out") provisions in the purchase agreement based on performance of the acquired business. The purchase agreement provides for an additional earn-out payment based upon the operating performance of the Tulsa Dental business for one of the three two-year periods ending December 31, 2000, December 31, 2001 or December 31, 2002, as selected by the seller. The Company expects that the final earn-out payment, estimated at approximately $85 million, will be paid and recognized by July 1, 2001.

No acquisitions were completed in 1999.

In December 1998, the Company purchased 100% of the capital stock of Vereinigte Dentalwerke GmbH ("VDW") and related companies. The total amount paid for the acquisition, net of cash acquired, was $45.8 million. Headquartered in Munich, Germany, VDW manufactures endodontic files and accessory products, marketed worldwide under the Antaeos, Beutelrock and Zipperer trade names. The company's Munich, Germany production facility is a new, ultra-modern, fully automated manufacturing facility.

In May 1998, the Company purchased 100% of the capital stock of Herpo Productos Dentarios Ltda. ("Herpo") for $7.4 million. Herpo has a broad product line focusing on alginate impression materials, artificial teeth and dental anesthetics. Herpo operates a modern dental anesthetic production plant in Bonsucesso, Brazil.

In May 1998, the Company purchased 100% of the capital stock of Crescent Dental Manufacturing Co. ("Crescent") for $5.2 million. Crescent has a diverse product offering and is one of the leading United States manufacturers of prophy cups and brushes, amalgamators and other professional dental equipment and supplies.

In April and December 1998, the Company purchased 100% of the capital stock of GAC International Inc. ("GAC") for approximately $26.5 million. Located in Islip, New York, GAC provides a full line of high quality orthodontic products.

In March 1998, the Company purchased the assets of InfoSoft Inc. ("InfoSoft") for $8.6 million. Located in Hunt Valley, Maryland, the primary business of InfoSoft is the development and sale of full-featured, dental practice management software. The Company believes InfoSoft is one of the largest dental practice management claims processors in the United States.

In January 1998, the Company purchased the assets of Blendax Professional Dental Business ("Blendax") from Procter & Gamble in a cash transaction valued at approximately 13 million German marks or $6.9 million. The Blendax product line consists of rotary cutting instruments, impression materials, composite filling material and fluoride rinses and gels.

Each 1998 acquisition was accounted for under the purchase method of accounting; accordingly, the results of their operations are included in the accompanying financial statements since the respective dates of the acquisitions. The purchase prices plus direct acquisition costs have been allocated on the basis of estimates of the fair values of assets acquired and liabilities assumed. The excess of acquisition cost over net assets acquired of $15.9 million for VDW, $12.8 million for Herpo, $2.6 million for Crescent, $18.6 million for GAC, $8.0 million for InfoSoft and $4.4 million for Blendax is being amortized over 25 to 40 years.

NOTE 4 - SEGMENT AND GEOGRAPHIC INFORMATION

The Company follows SFAS 131, "Disclosures about Segments of an Enterprise and Related Information". SFAS 131 establishes standards for reporting information about operating segments in financial statements. Since the Company operates in one operating segment as a designer, manufacturer and distributor of dental products, the Company presents enterprise-wide disclosures. Dental products represented approximately 95% of sales in 2000, 1999 and 1998.

The Company's operations are structured to achieve consolidated objectives. As a result, significant interdependencies exist among the Company's operations in different geographic areas. Intercompany sales of manufacturing materials between areas are at prices which, in general, provide a reasonable profit after coverage of all manufacturing costs. Intercompany sales of finished goods are at prices intended to provide a reasonable profit for purchasing locations after coverage of marketing and general and administrative costs.

The following table sets forth information about the Company's operations in different geographic areas for 2000, 1999 and 1998. Net sales reported below represents revenues from external customers of operations resident in the country or territory identified. Assets by geographic area are those used in the operations in the geographic area.

	United States	Foreign	Consolidated
		(in thousands)	
2000			
Net sales	$ 560,692	$ 329,104	$ 889,796
Long-lived assets	87,314	108,568	195,882
1999			
Net sales	$ 509,004	$ 327,434	$ 836,438
Long-lived assets	82,768	110,386	193,154
1998			
Net sales	$ 475,012	$ 325,444	$ 800,456
Long-lived assets	77,668	94,696	172,364

Long-lived assets in Germany accounted for $42.0 million, $43.9 million and $25.2 million of the total foreign long-lived assets for the years ended 2000, 1999 and 1998, respectively.

Third party export sales from the United States are less than ten percent of consolidated net sales. One customer accounted for 14% in 2000 and 13% of consolidated net sales in 1999 and 1998. Another customer accounted for 10% of consolidated net sales in 2000 and 1999.

NOTE 5 - INVENTORIES

Inventories consist of the following:

	December 31,	
	2000	1999
Finished goods	$ 84,436	$ 77,786

Work-in-process	22,102	25,519
Raw materials and supplies	26,766	32,175
	$133,304	$135,480

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	December 31, 2000	1999
	(in thousands)	
Assets, at cost:		
Land	$ 14,525	$ 15,405
Buildings and improvements	87,381	86,148
Machinery and equipment	170,141	155,735
Construction in progress	13,211	9,836
	285,258	267,124
Less: Accumulated depreciation	103,917	86,588
	$181,341	$180,536

NOTE 7 - IDENTIFIABLE INTANGIBLE ASSETS

Identifiable intangible assets consist of the following:

	December 31, 2000	1999
	(in thousands)	
Patents	$ 47,605	$ 45,954
Trademarks	31,737	29,977
Licensing agreements	29,733	29,554
Other	34,922	28,065
	143,997	133,550
Less: Accumulated amortization	63,267	53,176
	$ 80,730	$ 80,374

NOTE 8 - ACCRUED LIABILITIES

Accrued liabilities consist of the following:

	December 31, 2000	1999
	(in thousands)	
Payroll, commissions, bonuses and other cash compensation	$20,129	$17,634
Employee benefits	7,893	7,915
General insurance	12,052	10,541
Other	47,984	44,832
	$88,058	$80,922

NOTE 9 - FINANCING ARRANGEMENTS

Short-Term Borrowings

Short-term bank borrowings amounted to $0.4 million and $19.4 million at December 31, 2000 and 1999, respectively. The weighted average interest rates of these borrowings were 8.61% and 5.51% at December 31, 2000 and 1999, respectively. Unused lines of credit for short-term financing at December 31, 2000 and 1999 were $54.7 million and $79.6 million, respectively. Substantially all short-term borrowings were classified as long-term as of December 31, 2000 reflecting the Company's intent and ability to refinance these obligations beyond 2001 and are included in the table below. Substantially all unused lines of credit have no major restrictions and are provided under demand notes between the Company and the lending institution. Interest is charged on borrowings under these lines of credit at various rates, generally below prime or equivalent money rates.

Long-Term Borrowings

	December 31, 2000	1999
$175 million revolving credit agreement maturing October 2002, Swiss francs 118.4 million, Japanese yen 450.0 million and $15.0 million outstanding at December 31, 2000, bearing interest at a weighted average of 3.65% for Swiss francs borrowings, 0.71% for Japanese yen borrowings and 6.84% for dollar borrowings	$ 92,105	$ 61,489
$125 million revolving credit agreement maturing October 2001	-	-
$20 million bank multi-currency revolving credit agreement maturing October 2001, various currencies outstanding at December 31, 2000, bearing interest at a weighted average of 5.84%	8,031	7,566
$200 million commercial paper facility rated A/2-P/2	-	76,000
Other borrowings, various currencies and rates	9,740	1,035
	109,876	146,090
LESS: Current portion (included in notes payable and current portion of long-term debt)	376	778
	$109,500	$145,312

The table below reflects the contractual maturity dates of the various borrowings at December 31, 2000. The borrowings that are due in 2001 have been classified as long-term due to the Company's intent and ability to renew or refinance these obligations beyond 2001.

2001	$ 17,395
2002	92,105
	$ 109,500

In July 1998, the Company entered into interest rate swap agreements with notional amounts totaling $80.0 million which converts a portion of the Company's variable rate financing to fixed rates. The average fixed rate of these agreements is 5.7% and fixes the rate for an average of five years. In

January 2000, the Company entered into an interest rate swap agreement with notional amounts totaling 50 million Swiss francs which converts a portion of the Company's variable rate financing to fixed rates. The average fixed rate of these agreements is 3.4% and fixes the rate for an average of three years.

The revolving credit agreements contain certain affirmative and negative covenants as to the operations and financial condition of the Company, the most restrictive of which pertain to asset dispositions, maintenance of certain levels of net worth, and prescribed ratios of indebtedness to total capital and operating income plus depreciation and amortization to interest expense. The Company pays a facility fee of .10 percent annually on the amount of the commitment under the $175 million five-year facility and .08 percent annually under the $125 million facility. Interest rates on amounts borrowed under the facility will depend on the maturity of the borrowing, the currency borrowed, the interest rate option selected, and, in the event of a LIBOR borrowing, the ratio of interest expense to operating income.

The $20 million bank multi-currency revolving credit agreement contains affirmative and negative covenants as to the operations and financial condition of the Company, which are substantially equivalent to those in the revolving credit agreements. The Company pays a facility fee of .08 percent annually on the entire amount of the bank multi-currency revolving credit agreement commitment.

The $125 million and $20 million facilities contain one-year term-out provisions and may be extended, subject to certain conditions, for additional periods of 364 days. The Company intends to extend the $125 million and $20 million facilities each year for an additional period of 364 days. The $125 million and $20 million facilities have a utilization premium of .10 percent annually if utilization equals or exceeds 33.3% of available facility.

The $200 million commercial paper facility has utilization, dealer, and annual appraisal fees which on average cost .11 percent per annum. The $125 million and $175 million revolving credit facilities act as back-up credit to the commercial paper facility. No additional credit has been extended to the Company. The short-term commercial paper borrowings were classified as long-term, as of December 31, 1999, reflecting the Company's intent and ability to renew these obligations beyond 2000.

NOTE 10 - STOCKHOLDERS' EQUITY

The Board of Directors authorized the repurchase of 4.0 million, 0.5 million and 2.5 million shares of common stock for the years ended December 31, 2000, 1999 and 1998, respectively, on the open market or in negotiated transactions. Each of these authorizations to repurchase shares expired on December 31 of those years. The Company repurchased 1.4 million shares for $40.1 million, .2 million shares for $3.9 million and 1.8 million shares for $42.0 million in 2000, 1999 and 1998, respectively. Additionally, the Board of Directors in December 2000 authorized the repurchase of 1.0 million shares of common stock in 2001.

A former Chairman of the Board holds options to purchase 30,000 shares of common stock at an exercise price of $22.25, which was equal to the market price on the date of grant. The options are exercisable at any time through January 2004.

The Company has four stock option plans (1987 Plan, 1992 Plan, 1993 Plan and 1998 Plan). Under the 1987, 1992 and 1993 Plans, a committee appointed by the Board of Directors granted to key employees and directors of the Company options to purchase shares of common stock at an exercise price determined by such committee, but not less than the fair market value of the

common stock on the date of grant. Options expire ten years and one month or ten years and one day after date of grant under the 1987 Plan and 1992 Plan, respectively. Options generally expire ten years after the date of grant under the 1993 Plan. For the 1987 Plan, 1992 Plan and 1993 Plan, grants become exercisable over a period of three years after the date of grant at the rate of one-third per year, except that they become immediately exercisable upon death, disability or retirement.

The 1998 Plan authorized that 4.3 million shares of common stock, plus shares not granted under the 1993 Plan, may be granted under the plan, subject to adjustment as follows: each January, if 7% of the outstanding common shares of the Company exceed 4.3 million, the excess becomes available for grant under the plan. No further grants can be made under the 1993 Plan. The 1998 Plan enables the Company to grant "incentive stock options" ("ISOs") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, to key employees of the Company, and "non-qualified stock options" ("NSOs") which do not constitute ISOs to key employees and non-employee directors of the Company. Each non-employee director receives automatic NSOs to purchase 6,000 shares of common stock on the date he or she becomes a non-employee director and an additional 6,000 options on the third anniversary of the date the non-employee director was last granted an option. Grants of options to key employees are solely discretionary. ISOs and NSOs generally expire ten years from date of grant and become exercisable over a period of three years after the date of grant at the rate of one-third per year, except that they become immediately exercisable upon death, disability or retirement.

The following is a summary of the status of the Plans as of December 31, 2000, 1999 and 1998 and changes during the years ending on those dates:

	Outstanding		Exercisable		
	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Available for Grant Shares
December 31, 1997	2,036,597	$ 21.87	1,090,921	$ 19.71	1,140,070
Authorized	-				3,140,466
Granted	699,900	25.81			(699,900)
Exercised	(201,522)	18.66			-
Expired/Canceled	(73,264)	23.87			73,264
December 31, 1998	2,461,711	23.19	1,360,967	20.83	3,653,900
Authorized	-				427,544
Granted	1,226,000	23.79			(1,226,000)
Exercised	(206,966)	19.47			-
Expired/Canceled	(102,500)	25.17			102,500
December 31, 1999	3,378,245	23.57	1,601,015	22.43	2,957,944
Authorized	-				10,638
Granted	918,400	36.65			(918,400)
Exercised	(334,354)	22.12			-
Expired/Canceled	(100,796)	24.98			100,796
December 31, 2000	3,861,495	$ 26.77	1,992,985	$ 23.46	2,150,978

The following table summarizes information about stock options outstanding under the Plans at December 31, 2000:

Options Outstanding			Options Exercisable	
Number Outstanding at December 31 2000	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable at December 31 2000	Weighted Average Exercise Price

$ 0 - $ 5.00	6,000	0.1	$ 2.91	6,000	$ 2.91
5.01 - 10.00	20,000	1.1	9.56	20,000	9.56
15.01 - 20.00	388,341	4.2	18.55	388,341	18.55
20.01 - 25.00	1,963,374	7.5	23.38	1,160,348	23.41
25.01 - 30.00	552,680	7.6	28.38	375,360	28.70
30.01 - 35.00	98,500	8.0	32.75	42,936	32.86
35.01 - 40.00	832,600	9.9	37.42	-	-
	3,861,495	7.7	$ 26.77	1,992,985	$ 23.46

The Company uses the Black-Scholes option-pricing model to value option awards. The per share weighted average fair value of stock options and the weighted average assumptions used to determine these values are as follows:

	Year Ended December 31,		
	2000	1999	1998
Per share fair value	$ 13.52	$ 9.24	$ 9.41
Expected dividend yield	0.75%	1.04%	0.80%
Risk-free interest rate	5.37%	6.16%	4.70%
Expected volatility	32%	29%	29%
Expected life (years)	5.50	6.50	6.50

The Black-Scholes option pricing model was developed for tradable options with short exercise periods and is therefore not necessarily an accurate measure of the fair value of compensatory stock options.

The Company applies Accounting Principles Board Opinion No. 25 in accounting for the Plans and, accordingly, no compensation cost has been recognized for stock options in the financial statements. Had the Company determined compensation cost based on the fair value of stock options at the grant date under SFAS 123, the Company's net income and earnings per common share would have been reduced as indicated below:

	Year Ended December 31,		
	2000	1999	1998
	(in thousands, except per share amounts)		
Net income			
As reported	$ 101,016	$ 89,863	$ 34,825
Pro forma under SFAS 123	96,402	86,703	32,244
Basic earnings per common share			
As reported	1.95	1.70	0.65
Pro forma under SFAS 123	1.86	1.64	0.60
Diluted earnings per common share			
As reported	1.93	1.70	0.65
Pro forma under SFAS 123	1.84	1.64	0.60

NOTE 11 - INCOME TAXES

The components of income before income taxes are as follows:

	2000	1999	1998
		(in thousands)	
United States ("U.S.")	$120,149	$111,038	$ 47,416
Foreign	31,647	26,981	7,685
	$151,796	$138,019	$ 55,101

The components of the provision for income taxes are as follows:

	Year Ended December 31,		
	2000	1999	1998
		(in thousands)	
Current:			
U.S. federal	$ 34,291	$ 33,813	$ 29,225
U.S. state	1,330	1,497	589
Foreign	10,910	11,252	10,906
Total	$ 46,531	$ 46,562	$ 40,720
Deferred:			
U.S. federal	$ 7,356	$ (1,943)	$(14,401)
U.S. state	669	(274)	(924)
Foreign	(3,776)	3,811	(5,119)
Total	$ 4,249	$ 1,594	$(20,444)
	$ 50,780	$ 48,156	$ 20,276

The reconcilation of the U.S. federal statutory tax rate to the effective rate is as follows:

	Year Ended December 31,		
	2000	1999	1998
Statutory federal income tax rate	35.0 %	35.0 %	35.0 %
Effect of:			
State income taxes, net of federal benefit	0.9	0.6	0.7
Nondeductible amortization of goodwill	1.2	1.4	3.4
Foreign earnings at various rates	(2.3)	1.5	1.6
Foreign tax credit	(0.5)	(5.0)	(3.5)
Foreign losses with no tax benefit	0.8	0.9	1.7
Foreign sales corporation	(1.0)	(1.0)	(2.4)
Tax exempt income	(0.7)	-	-
Other	0.1	1.5	0.3
Effective income tax rate	33.5 %	34.9 %	36.8 %

The tax effect of temporary differences giving rise to deferred tax assets and liabilities are as follows:

	December 31, 2000		December 31, 1999	
	Current Asset (Liability)	Noncurrent Asset (Liability)	Current Asset (Liability)	Noncurrent Asset (Liability)
		(in thousands)		
Employee benefit accruals	$ 1,536	$ 5,023	$ 1,306	$ 2,319
Product warranty accruals	1,703	-	1,481	-
Facility relocation accruals	15	217	385	128

Insurance premium accruals	4,402	-	3,795	-
Restructuring and other cost accruals	168	14,180	5,192	14,420
Differences in financial reporting and tax basis for:				
Inventory	907	-	372	-
Property, plant and equipment	-	(23,107)	-	(22,894)
Identifiable intangible assets	-	(13,985)	-	(10,694)
Other	5,082	1,378	6,457	(1,174)
Tax loss carryforwards in foreign jurisdictions	-	2,353	-	2,148
Valuation allowance for tax loss carryforwards	-	(2,353)	-	(2,148)
	$ 13,813	$ (16,294)	$ 18,988	$ (17,895)

Current and noncurrent deferred tax assets and liabilities are included in the following balance sheet captions:

	December 31, 2000	1999
	(in thousands)	
Prepaid expenses and other current assets	$ 16,554	$ 20,771
Income taxes payable	(2,741)	(1,783)
Other noncurrent assets	526	2,345
Deferred income taxes	(16,820)	(20,240)

Certain foreign subsidiaries of the Company have tax loss carryforwards of $24.3 million at December 31, 2000, of which $6.3 million expire through 2008 and $17.9 million may be carried forward indefinitely. The tax benefit of these tax loss carryforwards has been offset by a valuation allowance. The valuation allowance of $2.4 million and $2.1 million at December 31, 2000 and 1999, respectively, relates to foreign tax loss carryforwards which are uncertain as to realizability. The change in the valuation allowances for 2000 and 1999 results primarily from the generation of additional foreign tax loss carryforwards.

The Company has provided for the potential repatriation of certain undistributed earnings of its foreign subsidiaries and considers earnings above the amounts on which tax has been provided to be permanently reinvested. Income taxes have not been provided on $80 million of undistributed earnings of foreign subsidiaries, which will continue to be reinvested. If remitted as dividends, these earnings could become subject to additional tax, however such repatriation is not anticipated. Any additional amount of tax is not practical to estimate, however, the Company believes that U.S. foreign tax credits would largely eliminate any U.S. tax payable.

NOTE 12 - BENEFIT PLANS

Defined Contribution Plans

Substantially all of the employees of the Company and its subsidiaries are covered by government or Company-sponsored benefit plans. Total costs for Company-sponsored defined benefit, defined contribution and employee stock ownership plans amounted to $5.1 million in 2000, $5.3 million in 1999 and $7.6 million in 1998.

The DENTSPLY Employee Stock Ownership Plan ("ESOP") is a non-contributory defined contribution plan that covers substantially all of the United States based non-union employees of the Company. Contributions to the ESOP for 2000, 1999 and 1998 were $2.1 million. The Company makes annual contributions to the ESOP of not less than the amounts required to service ESOP debt. In connection with the refinancing of ESOP debt in March 1994, the Company agreed to make additional cash contributions totaling at least $1.7 million through 2003. Dividends received by the ESOP on allocated shares are passed through to Plan participants. Most ESOP shares were initially pledged

as collateral for its debt. As the debt is repaid, shares are released from collateral and allocated to active employees, based on the proportion of debt service paid in the year. At December 31, 2000, the ESOP held 5.9 million shares, of which 5.0 million were allocated to plan participants and 0.9 million shares were unallocated and pledged as collateral for the ESOP debt. Unallocated shares were acquired prior to December 31, 1992 and are accounted for in accordance with Statement of Position 76-3. Accordingly, all shares held by the ESOP are considered outstanding and are included in the earnings per common share computations.

The Company sponsors an employee 401(k) savings plan for its United States workforce to which enrolled participants may contribute up to 15% of their compensation, subject to IRS defined limits.

Defined Benefit Plans

The Company maintains a number of separate contributory and non-contributory qualified defined benefit pension plans and other postretirement healthcare plans for certain represented and salaried employee groups in the United States. Pension benefits for salaried plans are based on salary and years of service; hourly plans are based on negotiated benefits and years of service. Annual contributions to the pension plans are sufficient to satisfy legal funding requirements. Pension plan assets are held in trust and consist mainly of common stock and fixed income investments.

The Company maintains pension plans for its employees in Germany and Switzerland. These plans provide benefits based upon age, years of service and remuneration. The German plans are unfunded book reserve plans. Other foreign plans are not significant individually or in the aggregate. Most employees and retirees outside the United States are covered by government health plans.

Postretirement Healthcare

The plans for postretirement healthcare have no plan assets. The postretirement healthcare plan is contributory, with retiree contributions adjusted annually to limit the Company's contribution to $21 per month per retiree for most participants who retired after June 1, 1985. The Company also sponsors unfunded non-contributory postretirement medical plans for a limited number of union employees and their spouses and retirees of a discontinued operation.

Reconciliations of changes in the above plans' benefit obligations, fair value of assets, and statement of funded status are as follows:

	Pension Benefits December 31,		Other Postretirement Benefits December 31,	
	2000	1999	2000	1999
	(in thousands)			
Reconciliation of Benefit Obligation				
Benefit obligation at beginning of year	$ 55,568	$ 58,939	$ 6,756	$ 6,790
Service cost	2,600	2,430	182	160
Interest cost	3,072	3,170	542	488
Employer contributions	-	982	-	-
Participant contributions	60	855	-	-
Actuarial (gains) losses	4,615	(2,952)	1,163	52
Amendments	358	-	-	-
Acquisitions	-	2,461	-	-
Effects of exchange rate changes	(1,922)	(7,297)	-	-
Benefits paid	(2,589)	(3,020)	(1,091)	(734)
Benefit obligation at end of year	$ 61,762	$ 55,568	$ 7,552	$ 6,756
Reconciliation of Plan Assets				
Fair value of plan assets at beginning of year	$ 40,204	$ 40,148	$ -	$ -
Actual return on assets	1,498	3,446	-	-
Acquisitions	-	582	-	-
Effects of exchange rate changes	(377)	(4,194)	-	-

Employer contributions	733	1,085	1,091	734
Participant contributions	615	855	-	-
Benefits paid	(1,490)	(1,718)	(1,091)	(734)
Fair value of plan assets at end of year	$ 41,183	$ 40,204	$ -	$ -
Reconciliation of Funded Status				
Actuarial present value of projected benefit obligations	$ 61,762	$ 55,568	$ 7,552	$ 6,756
Plan assets at fair value	41,183	40,204	-	-
Funded status	(20,579)	(15,364)	(7,552)	(6,756)
Unrecognized transition obligation	1,949	2,243	-	-
Unrecognized prior service cost	801	814	-	-
Unrecognized net actuarial gain	(3,406)	(11,877)	(1,914)	(3,152)
Accrued benefit cost	$(21,235)	$(24,184)	$ (9,466)	$ (9,908)

The amounts recognized in the accompanying Consolidated Balance Sheets are as follows:

	Pension Benefits December 31,		Other Postretirement Benefits December 31,	
	2000	1999	2000	1999
	(in thousands)			
Other noncurrent liabilities	$(30,473)	$(29,683)	$ (9,466)	$ (9,908)
Other noncurrent assets	8,567	5,499	-	-
Accumulated other comprehensive loss	671	-	-	-
Benefit obligations at end of year	$(21,235)	$(24,184)	$ (9,466)	$ (9,908)

The aggregate benefit obligation for those plans where the accumulated benefit obligation exceeded the fair value of plan assets was $29.0 million and $29.7 million at December 31, 2000 and 1999, respectively.

Components of the net periodic benefit cost for the plans are as follows:

	Pension Benefits			Other Postretirement Benefits		
	2000	1999	1998	2000	1999	1998
	(in thousands)					
Service cost	$ 2,600	$ 2,430	$ 2,423	$ 182	$ 160	$ 124
Interest cost	3,072	3,170	3,229	542	488	478
Expected return on plan assets	(2,020)	(2,435)	(2,650)	-	-	-
Net amortization and deferral	(2,368)	(1,300)	(517)	174	(108)	(124)
Net periodic benefit cost	$ 1,284	$ 1,865	$ 2,485	$ 898	$ 540	$ 478

The weighted average assumptions used in accounting for the Company's plans, principally in foreign locations, are as follows:

	Pension Benefits			Other Postretirement Benefits		
	2000	1999	1998	2000	1999	1998
Discount rate	5.7%	5.6%	5.8%	7.0%	7.5%	7.3%
Expected return on plan assets	5.7%	5.0%	5.5%	n/a	n/a	n/a
Rate of compensation increase	3.5%	3.0%	3.0%	n/a	n/a	n/a
Health care cost trend	n/a	n/a	n/a	7.0%	7.0%	7.0%

Assumed health care cost trend rates have an impact on the amounts reported for postretirement benefits. A one percentage point change in assumed healthcare cost trend rates would have the following effects for the year ended December 31, 2000:

	Other Postretirement Benefits	
	1% Increase	1% Decrease
	(in thousands)	
Effect on total of service and interest cost components	$ 84	$ (59)
Effect on postretirement benefit obligation	770	(314)

NOTE 13 - RESTRUCTURING AND OTHER COSTS (INCOME)

Restructuring and other costs (income) consists of the following:

	Year Ended December 31,		
	2000	1999	1998
	(in thousands)		
German property settlement	$(2,758)	$ -	$ -
Restructuring costs	2,702	-	71,500
Total restructuring and other costs (inco	$ (56)	$ -	$71,500

5.8 million German marks or $2.8 million has been placed in an escrow account as a result of the Company's claim in connection with the confiscation and subsequent sale of a property formally owned by the Company in Berlin, Germany. As a result, the Company recorded this settlement as a reduction of operating expenses during the fourth quarter.

Also in the fourth quarter of 2000, the Company recorded a pre-tax charge of $2.7 million related to the reorganization of its French and Latin American businesses. The primary focus of the reorganization is consolidation of operations in these regions in order to eliminate duplicative functions. The Company anticipates that this plan will increase operational efficiencies and contribute to future earnings. Included in this charge were severance costs of $2.3 million and other costs of $0.4 million. The restructuring will result in the elimination of approximately 40 administrative positions, mainly in France. The Company anticipates that most aspects of this plan will be completed, and the benefits of the restructuring will begin to be realized by the end of 2001.

The major components of the 2000 restructuring charge and the remaining outstanding balances follow:

	2000 Provision	Amounts Applied 2000	Balance December 31, 2000
		(in thousands)	
Severance	$ 2,299	$ (611)	$ 1,688
Other costs	403	-	403
	$ 2,702	$ (611)	$ 2,091

In the second quarter of 1998, the Company recorded a pre-tax charge of $29.0 million for restructuring and other costs. The charge included costs of $26.0 million to rationalize and restructure the Company's worldwide laboratory business, primarily for the closure of the Company's German tooth manufacturing facility. The remaining $3.0 million of the charge was recorded to cover termination costs associated with its former implant products. Included in the $26.0 million restructuring charge were costs to cover severance, the write-down of property, plant and equipment, and tooth product rationalization. The principal actions involved the closure of the Company's Dreieich, Germany tooth facility and rationalization of certain

tooth products in Europe, North America and Australia. The restructuring resulted in the elimination of approximately 275 administrative and manufacturing positions, mostly in Germany. All major aspects of the plan were completed in 1999, except for the disposition of the property and plant located in Dreieich, Germany, which has been written-down to its estimated fair value but which has not been sold as of December 31, 2000. The Company continues active efforts to sell the property.

In the fourth quarter of 1998, the Company recorded a pre-tax restructuring charge of $42.5 million related to the discontinuance of the intra-oral camera business at the Company's New Image division located in Carlsbad, California. The charge included the write-off of certain intangible assets, including goodwill associated with the business, write-off of discontinued products, write-down of fixed assets and other assets, and severance and other costs associated with the discontinuance of the New Image division and closure of its facility. The restructuring plan included the elimination of approximately 115 administrative and manufacturing positions in California. Substantially all aspects of this plan were completed in 1999.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

Leases

The Company leases automobiles and certain office, warehouse, machinery and equipment and manufacturing facilities under non-cancelable operating leases. These leases generally require the Company to pay insurance, property taxes and other expenses related to the leased property. Total rental expense for all operating leases was $10.5 million for 2000, $10.3 million for 1999 and $10.0 million for 1998.

Rental commitments, principally for real estate (exclusive of taxes, insurance and maintenance), automobiles and office equipment amount to: $8.0 million for 2001, $5.4 million for 2002, $3.2 million for 2003, $2.0 million for 2004, $1.3 million for 2005, and $6.1 million thereafter.

Litigation

DENTSPLY and its subsidiaries are from time to time parties to lawsuits arising out of their respective operations. The Company believes that pending litigation to which DENTSPLY is a party will not have a material adverse effect upon its consolidated financial position or results of operations.

In June 1995, the Antitrust Division of the United States Department of Justice initiated an antitrust investigation regarding the policies and conduct undertaken by the Company's Trubyte Division with respect to the distribution of artificial teeth and related products. On January 5, 1999 the Department of Justice filed a complaint against the Company in the U.S. District Court in Wilmington, Delaware alleging that the Company's tooth distribution practices violate the antitrust laws and seeking an order for the Company to discontinue its practices. Three follow on private class action suits on behalf of dentists, laboratories and denture patients in seventeen states, respectively, who purchased Trubyte teeth or products containing Trubyte teeth were filed and transferred to the U.S. District Court in Wilmington, Delaware. These cases have been assigned to the same judge who is handling the Department of Justice action. The class action filed on behalf of the dentists has been dismissed by the plaintiffs. The private party suits seek damages in an unspecified amount. The Company has filed motions for summary judgment in all of the above cases which motions were argued December 8, 2000. Four private party class actions on behalf of indirect purchasers have been filed in California state court recently. These cases are based on allegations similar to those in the Department of Justice case. The Company has filed motions to consolidate these cases in

one Judicial District. It is the Company's position that the conduct and activities of the Trubyte Division do not violate the antitrust laws.

Other

The Company has no material non-cancelable purchase commitments.

The Company has employment agreements with its executive officers. These agreements generally provide for salary continuation for a specified number of months under certain circumstances. If all of the employees under contract were to be terminated by the Company without cause (as defined), the Company's liability would be approximately $8.3 million at December 31, 2000.

NOTE 15 - SUBSEQUENT EVENTS

On January 25, 2001, a fire broke out in one of the Company's Swiss manufacturing facilities. The fire caused severe damage to a building and to most of the equipment it contained. The Company has filed several insurance claims related to this damage, including a claim under its business interruption policy. The claims process is lengthy and its outcome cannot be predicted with certainty; however, the Company anticipates that all or most of the financial loss incurred from this fire will be recovered under its various insurance policies.

The AZ and Infosoft transactions discussed in Note 3 were closed on March 1, and March 7, 2001, respectively.

NOTE 16 - QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
	(in thousands, except per share amounts)				
2000					
Net sales	$213,956	$224,788	$216,699	$234,353	$889,796
Gross profit	110,475	118,431	112,260	122,428	463,594
Operating income	36,740	39,731	38,137	49,308	163,916
Net income	22,193	24,627	23,335	30,861	101,016
Earnings per common share-basic	$ 0.42	$ 0.47	$ 0.45	$ 0.61	$ 1.95
Earnings per common share-diluted	0.42	0.47	0.45	0.59	1.93
Cash dividends declared per common share	0.06250	0.06250	0.06250	0.06875	0.25625
1999					
Net sales	$197,907	$210,528	$204,918	$223,085	$836,438
Gross profit	101,590	109,374	106,269	114,578	431,811
Operating income	34,309	36,396	34,654	44,258	149,617
Net income	19,527	21,190	20,686	28,460	89,863
Earnings per common share-basic	$ 0.37	$ 0.40	$ 0.39	$ 0.54	$ 1.70
Earnings per common share-diluted	0.37	0.40	0.39	0.54	1.70
Cash dividends declared per common share	0.05625	0.05625	0.05625	0.06250	0.23125

<FN>
Certain reclassifications have been made to prior year's data and previously reported quarterly data in order to conform to the current presentation.
</FN>

Supplemental Stock Information

The common stock of the Company is traded on the NASDAQ National Market under the symbol "XRAY". The following table sets forth high, low and

closing sale prices of the Company's common stock for the periods indicated as reported on the NASDAQ National Market:

	Market Range of Common Stock			
	High	Low	Period-end Closing Price	Cash Dividend Declared
2000				
First Quarter	$ 28.88	$ 23.13	$ 28.38	$0.06250
Second Quarter	32.63	25.13	30.81	0.06250
Third Quarter	37.38	29.50	34.94	0.06250
Fourth Quarter	43.38	30.89	39.13	0.06875
1999				
First Quarter	$ 27.50	$ 21.44	$ 23.25	$0.05625
Second Quarter	29.13	21.31	28.88	0.05625
Third Quarter	29.31	20.50	22.75	0.05625
Fourth Quarter	24.75	20.94	23.63	0.06250
1998				
First Quarter	$ 35.25	$ 26.25	$ 31.19	$0.05125
Second Quarter	34.75	23.25	25.00	0.05125
Third Quarter	26.75	21.25	22.38	0.05125
Fourth Quarter	28.00	20.00	25.75	0.05625

The Company estimates, based on information supplied by its transfer agent, that there are approximately 17,600 holders of common stock, including 453 holders of record.

EXHIBIT 21.1

Subsidiaries of the Company

I. Direct Subsidiaries of the Company

A. Ceramco Inc. (Delaware)

B. Ceramco Manufacturing Co. (Delaware)

C. CeraMed Dental, L.L.C. (Delaware)

D. Dentsply Argentina S.A.C.e.I. (Argentina)

E. DENTSPLY ASH Inc. (formerly DENTSPLY Manufacturing Inc.) (Delaware)

F. Dentsply Dental (Tianjin) Co. Ltd. (China)

G. DENTSPLY Equipment Inc. (Delaware)

H. DENTSPLY Finance Co. (Delaware)
a) Dentsply International, Inc. (Chile) Limitada (Chile)

I. Dentsply India Pvt. Ltd. (India)

J. Dentsply Industria e Comercio Ltda. (Brazil)

K. Dentsply International Preventive Care Division, L.P. (PA Limited Partnership)

L. Dentsply Japan Limited, L.L.C. (Japan)

M. Dentsply Philippines, Inc. (Philippines)

N. Dentsply Research & Development Corp. ("Dentsply R&D") (Delaware)

O. Dentsply Thailand Ltd. (Thailand)

P. DeTrey do Brasil Industria e Comercio Ltda. (Brazil)

Q. Dentsply Industria e Comercio Ltda. (Brazil)

R. GAC International Inc. (New York)
a) Old Country Road Sales Consultants, Inc.
b) Orthodental International, Inc.
c) Orthodental S.A. de C.V. (Mexico)

S. Midwest Dental Products Corp. (Delaware)

T. Dentsply de Colombia, S.A. (Colombia)

U. United Dental Manufacturers, Inc. (Florida)

V. ESP, LLC

W. DENTSPLY North America Inc.

X. FriaNu GmbH (Germany)

II. Indirect Subsidiaries of the Company

A. Subsidiaries of Dentsply Research & Development Corp.

1. Dentsply A.G. (Switzerland)

2. Dentsply EU, S.a.r.L (Luxembourg)

3. Dentsply Australia Pty. Ltd. (Australia (Victoria))
   a) Dentsply New Zealand Ltd.

4. Dentsply Canada Ltd. (Canada (Ontario))

5. Dentsply Export Sales Corporation (Barbados)

6. Dentsply Mexico S.A. de C.V. (Mexico)

7. The International Tooth Co. Limited (United Kingdom)

8. Ransom & Randolph Company (Delaware)

9. Tulsa Dental Products Inc. (Delaware)
   a) Tulsa Finance Co. (Delaware)
   b) Tulsa Manufacturing Inc. (Delaware)

10. Dentsply Espana, SL

B. Subsidiaries Dentsply EU, S.a.r.L.
1. VDW Beteiligungs GmbH (Germany)
   a) VDW GmbH
   b) RoyDent, Inc.(Michigan)
   c) Dentsply DeTrey GmbH
   d) Frident GmbH
      i) Frident Brasil Ltda. (Brazil)
      ii) Friadent Denmark ApS (Denmark)
      iii) Friadent France Sarl (France)
      iv) Friadent N.V. (Belgium)
      v) Friadent North America, Inc. (California)
      vi) Friadent Scandinavia AB (Sweden)
      vii) Friadent Schweiz AG (Switzerland)

2. Dentsply Capital Ltd.

C. Subsidiaries of Dentsply DeTrey GmbH

1. Dentsply Limited (Cayman Islands)

2. Dentsply Holdings Unlimited (U.K.)

D. Subsidiaries of Dentsply Limited

1. Dentsply Italia Sr.L.

2. Dentsply Russia Ltd.

3. Dentsply South Africa (Pty) Ltd.

4. Maillefer Instruments Holding, S.A.

   a) Maillefer Plastiques S.a.r.l. (Switzerland)

b) Maillefer Instruments Trading (Switzerland)
c) Maillefer Instruments Services (Switzerland)
d) Maillefer Instruments Manufacturing (Switzerland)
e) Dentsply Anesthetics Sarl

5. Dentsply France, S.A.S. (France)

6. Dentsply Capital II Ltd. (U.K.)

7. Keith Wilson Limited (U.K., Dormant)

8. Amalco Holdings Ltd. (U.K., Dormant)

9. Oral Topics Limited (U.K., Dormant)

10. Ceramco U.K. Ltd. (Dormant)

EXHIBIT 23.1

Consent of Independent Accountants

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 33-41775, 33-52616, 33-71792, 33-79094, 33-89786, and 333-56093) and Registration Statement on Form S-3 (No. 333-76089) of DENTSPLY International Inc. of our report dated January 19, 2001, except for Note 15, as to which the date is March 7, 2001, relating to the consolidated balance sheets as of December 31, 2000 and the related consolidated statements of income, of stockholders' equity and of cash flows for the year then ended, which appears in the Annual Report to Shareholders, which is incorporated in this Annual Report on Form 10-K. We also consent to the incorporation by reference of our report relating to the financial statement schedule, which appears in this Form 10-K.

PricewaterhouseCoopers LLP

Philadelphia, PA
March 16, 2001

EXHIBIT 23.2

Consent of Independent Auditors

The Board of Directors
DENTSPLY International Inc.:

We consent to incorporation by reference in the registration statements (Nos. 333-56093, 33-52616, 33-41775, 33-71792, 33-79094, and 33-89786) on Form S-8 and registration statement No. 333-76089 on Form S-3 of DENTSPLY International Inc. of our report dated January 20, 2000, relating to the consolidated balance sheet of DENTSPLY International Inc. and subsidiaries as of December 31, 1999, and the related consolidated statements of income, stockholders' equity, and cash flows and related schedule for each of the years in the two year period ended December 31, 1999, which report appears in the December 31, 2000 annual report on Form 10-K of DENTSPLY International Inc.

KPMG LLP

Philadelphia, Pennsylvania
March 14, 2001

EXHIBIT 99.1

Independent Auditors' Report

The Board of Directors and Stockholders
DENTSPLY International Inc.:

We have audited the accompanying consolidated balance sheet of DENTSPLY International Inc. and subsidiaries as of December 31, 1999, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 1999. In connection with our audits of the consolidated financial statements, we also have audited the financial statement schedule for each of the years in the two-year period ended December 31, 1999. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of DENTSPLY International Inc. and subsidiaries as of December 31, 1999, and the results of their operations and their cash flows for each of the years in the two-year period ended December 31, 1999, in conformity with generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

KPMG LLP

Philadelphia, Pennsylvania
January 20, 2000