

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): September 1, 2011 (August 31, 2011)

DENTSPLY International Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-16211

(Commission File Number)

39-1434669

(IRS Employer Identification No.)

**221 West Philadelphia Street,
York, Pennsylvania 17405-0872**
(Address of Principal Executive Offices)

(717) 845-7511

(Registrant's Telephone Number, Including Area Code)

NO CHANGE

(Former Name or Former Address, if Changed Since Last Report)

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

- Written Communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On August 30, 2011, DENTSPLY International Inc. (the “Company”) entered into an agreement with Astra Tech International AB (the “Amendment”) to amend the terms of the agreement dated as of June 21, 2011 between the Company and Astra Tech International AB relating to the acquisition (the “Acquisition”) by the Company of the entire issued share capital of Astra Tech AB (the “Original Agreement” and together with the Amendment, the “Agreement”). The Amendment adjusts certain estimated amounts to be paid by the Company pursuant to the Original Agreement upon completion of the Acquisition. The Amendment is filed as Exhibit 1.2 to this Form 8-K and is incorporated herein by reference. This description of the material terms of the Amendment is qualified in its entirety by reference to such exhibit.

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

On August 31, 2011, the Company completed the Acquisition of the entire issued share capital of Astra Tech AB pursuant to the terms of the Agreement. The purchase price under the Agreement was \$1.785 billion, subject to adjustment in accordance with the terms of the Agreement. Copies of the Original Agreement and the Amendment are filed as Exhibits 1.1 and 1.2, respectively, and are incorporated herein by reference. This description is qualified in its entirety by reference to the full text of the Original Agreement and the Amendment.

The Agreement contains representations and warranties by each of the parties thereto. These representations and warranties were made solely for the benefit of the other parties to the Agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate, (ii) may have been qualified in the Agreement by disclosures that were made to the other party in connection with the negotiation of the Agreement, (iii) may apply contract standards of “materiality” that are different from “materiality” under the applicable securities laws, and (iv) were made only as of the date of the Agreement or such other date or dates as may be specified in the Agreement.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Business Acquired

The audited consolidated statements of financial position of Astra Tech AB as of December 31, 2010 and 2009 and the related audited consolidated statements of comprehensive income, changes in equity and cash flows for each of the years in the two-year period ended December 31, 2010 are filed as Exhibit 99.1 and are incorporated by reference herein.

The unaudited consolidated statements of financial position of Astra Tech AB as of June 30, 2011 and December 31, 2010 and the related unaudited consolidated statements of comprehensive income, changes in equity and cash flows for each of the six month periods ended June 30, 2011 and 2010 are filed as Exhibit 99.2 and are incorporated by reference herein.

(b) Pro Forma Financial Information

The unaudited pro forma combined financial statements of the Company for the year ended December 31, 2010 and as of and for the six months ended June 30, 2011 are filed as Exhibit 99.3 and are incorporated by reference herein.

(d) Exhibits

EXHIBIT NO.**DESCRIPTION**

- 1.1 Agreement relating to the entire share capital of Astra Tech AB between the Company and Astra Tech International AB, dated as of June 21, 2011. (1)
- 1.2 Amendment, dated as of August 30, 2011, to the Agreement relating to the entire issued share capital of Astra Tech AB between the Company and Astra Tech International AB, dated as of June 21, 2011.
- 23.1 Consent of KPMG AB.
- 99.1 Audited consolidated statements of financial position of Astra Tech AB as of December 31, 2010 and 2009 and the related audited consolidated statements of comprehensive income, changes in equity and cash flows for each of the years in the two-year period ended December 31, 2010. (2)
- 99.2 Unaudited consolidated statements of financial position of Astra Tech AB as of June 30, 2011 and December 31, 2010 and the related unaudited consolidated statements of comprehensive income, changes in equity and cash flows for each of the six month periods ended June 30, 2011 and 2010. (2)
- 99.3 Unaudited Pro Forma Combined Financial Statements of the Company. (3)

(1) Incorporated by reference to the Current Report on Form 8-K of the Company, dated June 22, 2011.

(2) Incorporated by reference to the Current Report on Form 8-K/A of the Company, dated August 17, 2011.

(3) Incorporated by reference to the Current Report on Form 8-K of the Company, dated August 15, 2011.

SIGNATURES

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

Date: September 1, 2011

DENTSPLY INTERNATIONAL INC.

By: /s/ Deborah M. Rasin

Name: Deborah M. Rasin

Title: Vice President, Secretary & General Counsel

Dentsply International Inc. (the "**Purchaser**")
Susquehanna Commerce Centre
221 West Philadelphia Street
Suite 60
York
PA 17405-0872
United States

August 30, 2011

Dear Sirs,

Letter of variation (the "Letter") to a sale and purchase agreement dated 21 June 2011 between Astra Tech International AB (the "Seller") and the Purchaser (the "Agreement")

Capitalised words and expressions used but not defined in this Letter shall have the meanings given to them in the Agreement.

We refer to the Agreement. We agree to amend and vary the terms of the Agreement as follows:

1. Replace the definition of "Effective Time" in clause 1.1 with the following definition:

"Effective Time" means 23.59 on the Completion Date;"

2. Replace the definition of "Estimated Final Cash Balance" in clause 1.1 with the following definition:

"Estimated Final Cash Balance" means USD 35,000,000 (thirty five million US dollars);"

3. Replace the definition of "Estimated Net Debt Amount" in clause 1.1 with the following definition:

"Estimated Net Debt Amount" means USD 40,000,000 (forty million US dollars) (being the aggregate of the Estimated Final Cash Balance and Estimated Intra-Group Lendings less the aggregate of the Estimated Final Financial Debt and Estimated Intra-Group Borrowings) less (i) the amount of any Pre Sale Payments and (ii) USD 7,400,000 (seven million four hundred thousand US dollars) being the estimated post-Tax amount of the Retention Bonuses;"

4. Replace the definition of "Final Financial Debt" in clause 1.1 with the following definition:

"Final Financial Debt" means in relation to each member of the Astra Tech Group, the aggregate of: (i) all borrowings, overdrafts, loan stocks, bonds, debentures, and notes owed to any Financial Institution at the Effective Time together with accrued interest, penalties, fees and premiums; (ii) other obligations of a kind required to be included in the balance sheet of a company pursuant to IFRS as obligations for borrowed money at the Effective Time; (iii) capital leases at the Effective Time; and (iv) any amounts agreed prior to the Effective Time in respect of bonuses or other payments that will be payable after the Effective Time by a member of the Astra Tech Group to an employee of any member of the Astra Tech Group in relation to the matters contemplated by this Agreement (including the Retention Bonuses), in each case as calculated in accordance with schedule 5, part 2, other than: (i) indebtedness resulting from operating leases; (ii) any indebtedness arising in relation to any of the Pension Schemes; and (iii) Intra-Group Borrowings;"

5. Include the following definition as a new definition in clause 1.1:

""**Retention Bonuses**" mean any amounts agreed prior to the Effective Time in respect of bonuses or other payments that will be payable after the Effective Time by a member of the Astra Tech Group to an employee of any member of the Astra Tech Group in relation to the matters contemplated by this Agreement, which are conditional upon that employee remaining employed by a member of the Astra Tech Group for a period of time after Completion;"

6. Insert a new clause 7.3 after existing clause 7.2

"7.3 Purchaser post Completion covenants

The Purchaser shall, between Completion and the Effective Time:

7.3.1 carry on the Business in the ordinary course and consistent with past practice; and

7.3.2 procure that no member of the Astra Tech Group shall declare, pay or make any dividend or other distribution."

7. The following paragraph shall be included as a new paragraph 7.4 in part 2 of schedule 5:

"Retention Bonuses shall be included in the Completion Net Debt Statement on a post-Tax basis. For the purpose of calculating such amounts on a post-Tax basis: (i) the amount of the Retention Bonuses included shall include any related applicable employer social security contributions, (ii) an applicable tax rate of 29.31% shall be assumed so that the amount to be included in the Completion Net Debt Statement shall be 70.69% of the gross Retention Bonuses and related applicable employer social security contributions payable and (iii) it shall be assumed that the condition relating to continuance of employment shall be satisfied."

Save as amended by this Letter the provisions of the Agreement shall remain in full force and effect.

The following clauses of the Agreement shall apply to this Letter as if they were set out in this Letter and any references in such clauses to the "Agreement" shall be replaced with references to this "Letter": 13; 14; 17; 18; 20; 21; 22 and 23.

Please confirm your agreement to the amendment and variation of the terms of the Agreement in accordance with the terms of this Letter by signing it as a Deed below.

Yours faithfully

EXECUTED as a Deed by, as attorney for Astra Tech International AB, duly
authorised pursuant to a board meeting on 17 June 2011, in the presence of:)

/s/ Christopher Paul Hunt

)
)
)

Signature of Witness:

/s/

Name of Witness:

.....

Address of Witness:

.....

Occupation of Witness:

.....

We acknowledge receipt of this Letter and confirm our agreement to the amendment and variation of the terms of the Agreement in accordance with the terms of the Letter by signing as a Deed below.

EXECUTED as a Deed by, Director , duly authorised for and on behalf of)
Dentsply International Inc, in the presence of:

) /s/ Bret W. Wise

)

Signature of Witness:

/s/

Name of Witness:

.....

Address of Witness:

.....

Occupation of Witness:

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CONSENT OF INDEPENDENT AUDITOR

We consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-167410, 333-101548 and 333-56093) and Form S-3 (No. 333-176307) of DENTSPLY International Inc. of our audit report dated August 11, 2011, with respect to the consolidated statements of financial position of Astra Tech AB and subsidiaries as of December 31, 2010 and 2009 and the related consolidated statements of comprehensive income, changes in equity and cash flows for each of the years in the two-year period ended December 31, 2010, which report appears in the Form 8-K/A of DENTSPLY International Inc., dated August 17, 2011.

Gothenburg, Sweden

September 1, 2011

KPMG AB

A handwritten signature in blue ink, appearing to read 'Björn Flink', written over a faint grid background.

Björn Flink
Authorized Public Accountant