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, 2002

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. [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2).
Yes [X] No [ ]

The aggregate market value of the voting common stock held by non-affiliates of the registrant as of June 28, 2002 was $2,827,512,659.

The number of shares of the registrant's Common Stock outstanding as of the close of business on March 3, 2003 was 78,458,951.

DOCUMENTS INCORPORATED BY REFERENCE

Certain portions of the registrant's annual report to shareholders for fiscal year 2002 (the "2002 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 2003 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 2002 Annual Report to Shareholders nor the Proxy Statement are 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 are described in this Item 1 and which may materially affect the Company's business and prospects.

History and 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. 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 reporting segment as a designer, manufacturer and distributor of dental products in two principal categories: 1). Dental consumables and small equipment, and 2). Large equipment. Sales of the Company's dental products accounted for approximately 98% of DENTSPLY's consolidated sales for the year ended December 31, 2002. The remaining 2% of consolidated sales is primarily related to materials sold to the investment casting industry.

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 the United Kingdom. Through its recent acquisitions, the Company has also established a stronger presence in other European markets in the Netherlands and Austria. 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 2002, 2001 and 2000, the Company's sales to customers outside the United States, including export sales, accounted for approximately 55%, 49% and 42%, respectively, of consolidated net sales. The information about the Company's United States and foreign sales and assets set forth in Note 4 of the Notes to Consolidated Financial Statements in the Company's 2002 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, liabilities and purchases denominated in foreign currencies. The information regarding foreign exchange risk management activities set forth in Quantitative and Qualitative Disclosure About Market Risk under Item 7A and Note 15 of the Notes to Consolidated Financial Statements in the Company's 2002 Annual Report to Shareholders is incorporated herein by reference.

DENTSPLY believes that the dental products industry is experiencing substantial consolidation with respect to both product manufacturing and distribution, although it continues to be fragmented creating numerous acquisition opportunities. As a result, during the past three years, the Company has made numerous acquisitions including three significant acquisitions made during 2001. In January 2001, the Company acquired the outstanding shares of Friadent GmbH ("Friadent"), a global dental implant manufacturer and marketer previously headquartered in Mannheim, Germany. In March 2001, the Company acquired the dental injectible anaesthetic assets of AstraZeneca ("AZ Assets"). In October 2001, the Company acquired the Degussa Dental Group ("Degussa Dental"), a manufacturer and seller of dental products, including precious metal alloys, ceramics, dental laboratory equipment and chairside products previously headquartered in Hanau, Germany. Information about these acquisitions and the other acquisition and divestiture activities is set forth in Note 3 of the Notes to Consolidated Financial Statements in the Company's 2002 Annual Report to Shareholders and is incorporated herein by reference. These acquisitions are intended to supplement DENTSPLY's core growth and assure ongoing expansion of its business. In addition, acquisitions continue to provide DENTSPLY with new technologies and additional product breadth.

Certain provisions of DENTSPLY'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 DENTSPLY. Such provisions include the division of the Board of Directors of DENTSPLY 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 DENTSPLY's By-laws and which preclude stockholders from calling special meetings of stockholders. In addition, members of DENTSPLY's management and participants in its Employee Stock Ownership Plan collectively own approximately 10% of the outstanding common stock of DENTSPLY, which may discourage a third party from attempting to acquire control of DENTSPLY in a transaction that is opposed by DENTSPLY's management and employees.

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 consumables and small equipment and large 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 ACUCAM(R), ANKYLOS(R), AQUASIL(TM), CAULK(R), CAVITRON(R), CERAMCO(R), CERCON(R), DELTON(R), DENOPTIX(TM), DENTSPLY(R), DETREY(R), ELEPHANT(R), ESTHET.X(R), FRIALIT(R), GAC ORTHOWORKS(TM), GENDEX(R), IN-OVATION(TM), MAILLEFER(R), MIDWEST(R), NUPRO(R), PEPGEN P-15(TM), PROFILE(R), RINN(R), R&R(R), SANI-TIP(R), THERMAFIL(R) and TRUBYTE(R).

Consumables and Small Equipment. Consumable 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, precious metal dental alloys, dental ceramics, 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. Small equipment products consist of various durable goods used in dental offices for treatment of patients as well as in dental laboratories. DENTSPLY's small equipment products include high and low speed handpieces, computer aided machining (CAM) ceramics systems, intraoral lighting systems, ultrasonic scalers and polishers, air abrasion systems and porcelain furnaces. Sales of consumable and small equipment accounted for approximately 92% of the Company's consolidated sales for the year ended December 31, 2002.

Large Equipment. Large equipment products consist of various durable goods used in dental offices primarily for the diagnosis of patients . DENTSPLY's large 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. Sales of large equipment accounted for approximately 6% of the Company's consolidated sales for the year ended December 31, 2002.

Markets, Sales and Distribution

DENTSPLY distributes approximately 60% of its dental products through domestic and foreign distributors, dealers and importers. However, certain highly technical products such as precious metal dental alloys, dental ceramics, crown and bridge porcelain products, endodontic instruments and materials, orthodontic appliances, implants and bone substitute and grafting materials are sold directly to the dental laboratory or dentist in some markets. No customers accounted for more than ten percent of consolidated net sales in 2002.

The information about the Company's foreign and domestic operations and export sales set forth in Note 4 of the Notes to Consolidated Financial Statements in the Company's 2002 Annual Report to Shareholders is incorporated herein by reference.

Although much of its sales are made 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 approximately 1,700 highly trained, product-specific sales and technical staff 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 in the dental field.

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 expenditures 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 Company believes that 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, European and Japanese 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 - Individuals with natural teeth are much more likely to visit a dentist in a given year than those without any natural teeth remaining.

- The Changing Dental Practice in the U.S. - Dentistry in North America 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.

- 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.

- The Company's business is less susceptible than other industries to general downturns in the economies in which it operates. Many of the products the Company offers relate to dental procedures that are considered necessary by patients regardless of the economic environment.

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 throughout the world employ approximately 350 scientists, Ph.D.'s, engineers and technicians dedicated to research and product development. Approximately $41.6 million, $28.3 million, and $20.4 million, respectively, was internally invested by the Company in connection with the development of new products and in the improvement of existing products in the years ended 2002, 2001 and 2000, respectively. There can be no assurance that DENTSPLY will be able to continue to develop innovative products and 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.

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.

- The Company is constructing a plant site outside Chicago, where it will establish a major dental anesthetic filling plant. The Company believes that the plant will become operational during 2004, which includes the FDA validation of the manufacturing practices and the provision of products to certain international markets. This initiative is very important to the Company since AstraZeneca, the Company's current supplier, will cease to supply product to certain markets by year-end 2004. As a result, this plant must be operational prior to that time to avoid any disruption in supply.

- A Corporate Purchasing office has been established to leverage the buying power of Dentsply around the world and reduce our product costs through lower prices and reduced related overhead.

- The Company has centralized its warehousing and distribution in North America and Europe. While the initial gains from this strategy have been realized, ongoing efforts are in place to maximize additional opportunities that can be gained through improving our functional expertise in supply chain management.

- A Corporate Quality group is focused on improving manufacturing and distribution processes throughout the Company with a goal to eliminate non-value added activities, improving product quality and expanding product margins.

- DENTSPLY has seen significant gains from the formation of a North

American Shared Services group. The Company has established a task force to assess possible efficiency opportunities related to the accounting and finance processes within Europe.

- Information technology initiatives are underway to standardize worldwide telecommunications, implement improved manufacturing and financial accounting systems and an ongoing training of IT users to maximize the capabilities of global systems.

- DENTSPLY continues to pursue opportunities to leverage its assets by consolidating business units where appropriate and to optimize its diversity of worldwide manufacturing capabilities.

Financing

DENTSPLY's long-term debt at December 31, 2002 was $769.8 million and the ratio of long-term debt to total capitalization was 47.9%. DENTSPLY may incur additional debt in the future, including the funding of additional acquisitions and capital expenditures. DENTSPLY's ability to make payments on its indebtedness, and to fund its operations depends on its future performance and financial results, which, to a certain extent, are subject to general economic, financial, competitive, regulatory and other factors that are beyond its control. Although the Management believes that the Company has and will continue to have sufficient liquidity, there can be no assurance that DENTSPLY's business will generate sufficient cash flow from operations in the future to service its debt and operate its business.

DENTSPLY's existing borrowing documentation contains a number of covenants and financial ratios which it is required to satisfy. Any breach of any such covenants or restrictions would result in a default under the existing borrowing documentation that would permit the lenders to declare all borrowings under such documentation to be immediately due and payable and, through cross default provisions, would entitle DENTSPLY's other lenders to accelerate their loans. DENTSPLY may not be able to meet its obligations under its outstanding indebtedness in the event that any cross default provision is triggered.

Additional 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 2002 Annual Report to Shareholders.

Competition

The Company conducts its operations, both domestic and foreign, under highly competitive market conditions. Competition in the dental products industry 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.

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.

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. The anesthetic products sold by the Company are regulated as a drug by the FDA and by all other similar regulatory agencies around the world.

Dental devices of the types sold by DENTSPLY 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. DENTSPLY's facilities are subject to periodic inspection by the FDA to monitor DENTSPLY's compliance with these regulations. There can be no assurance that the FDA will not raise compliance concerns. Failure to satisfy FDA requirements can result in FDA enforcement actions, including product seizure, injunction and/or criminal or civil proceedings. In the European Union, DENTSPLY's products are subject to the medical devices laws of the various member states which are based on a Directive of the European Commission. Such laws generally regulate the safety of the products in a similar way to the FDA regulations. DENTSPLY products in Europe bear the CE sign showing that such products adhere to the European regulations.

All dental amalgam filling materials, including those manufactured and sold by DENTSPLY, 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. If the FDA were to reclassify dental mercury and amalgam filling materials as classes of products requiring FDA pre-market 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. In Europe, in particular in Scandinavia and Germany, the contents of mercury in amalgam filling materials has been the subject of public discussion. As a consequence, in 1994 the German health authorities required suppliers of dental amalgam to amend the instructions for use for amalgam filling materials, to include a precaution against the use of amalgam for children under eighteen years of age and to women of childbearing age. 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, except for the supplier of precious metal raw materials, accounts for a significant percentage of DENTSPLY's raw material requirements. There are alternative suppliers of precious metal raw materials readily available.

Intellectual Property

Products manufactured by DENTSPLY are sold primarily under its own trademarks and trade names. DENTSPLY also owns and maintains more than 1,000 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.

Employees

As of December 31, 2002, the Company and its subsidiaries employed approximately 7,800 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 Automobile Mechanics' Local No. 701 in Chicago under a collective bargaining agreement that expires on May 31, 2003. In addition, approximately 20% of Degussa Dental Germany's workforce is represented by labor unions. The Company believes that its relationship with its employees is good.

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.

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.

Website Materials

DENTSPLY makes available free of charge through its website at www.dentsply.com its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after such materials are filed with or furnished to, the Securities and Exchange Commission.

Item 2. Properties

The following is a list of DENTSPLY's principal manufacturing locations as of December31, 2002:

Location	Function	Leased or Owned
United States:		
Los Angeles, California	Manufacture and distribution of investment casting products	Leased
Yucaipa , California	Manufacture and distribution of dental laboratory products and dental ceramics	Owned
Lakewood, Colorado	Manufacture and distribution of bone grafting materials and hydroxylapatite plasma-feed coating materials and distribution of dental implant poducts	Leased
Milford, Delaware	Manufacture of consumable dental products	Owned
Des Plaines, Illinois	Manufacture and assembly of dental handpieces and components and dental x-ray equipment	Leased
Elk Grove Village, Illinois	Future manufacture of anesthetic products	Owned and Leased
Elgin, Illinois	Manufacture of dental x-ray film holders, film mounts and accessories	Owned
Franklin Park, Illinois	Manufacture and distribution of needles and needle-related products, primarily for the dental profession	Owned
Maumee, Ohio	Manufacture and distribution of investment casting products	Owned
York, Pennsylvania	Manufacture and distribution of artificial teeth and other dental laboratory products; corporate headquarters	Owned
York, Pennsylvania	Manufacture of small dental equipment and preventive dental products	Owned
Johnson City, Tennessee	Manufacture and distribution of endodontic instruments and materials	Leased
Foreign:		
Catanduva, Brazil	Manufacture and distribution of consumable dental products	Owned
Petropolis, Brazil	Manufacture and distribution of artificial teeth and consumable dental products	Owned

Location	Function	Leased or Owned
Petropolis, Brazil	Manufacture and distribution of dental anesthetics	Owned
Tianjin, China	Manufacture and distribution of dental products	Leased
Plymouth, England	Manufacture of dental hand instruments	Leased
Sur-Seine, France	Manufacture and distribution of investment casting products	Leased
Bohmte, Germany	Manufacture and distribution of dental laboratory products	Owned
Hanau, Germany	Manufacture and distribution of precious metal dental alloys, dental ceramics and dental implant products	Owned
Konstanz, Germany	Manufacture and distribution of consumable dental products	Owned
Mannheim, Germany	Manufacture and distribution of dental implant products	Owned
Munich, Germany	Manufacture and distribution of endodontic instruments and materials	Owned
Rosbach, Germany	Manufacture and distribution of dental ceramics	Owned
New Delhi, India	Manufacture and distribution of dental products	Leased
Milan, Italy	Manufacture and distribution of dental x-ray equipment	Leased
Nasu, Japan	Manufacture and distribution of precious metal dental alloys, consumable dental products and orthodontic products	Owned
Hoorn, Netherlands	Manufacture and distribution of precious metal dental alloys and dental ceramics	Owned
Las Piedras, Puerto Rico	Manufacture of crown and bridge materials	Owned
Ballaigues, Switzerland	Manufacture and distribution of endodontic instruments	Owned
Ballaigues, Switzerland	Manufacture and distribution of endodontic instruments, plastic components and packaging material	Owned
Le Creux, Switzerland	Manufacture and distribution of endodontic instruments	Owned

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. Most of the various sites around the world that are used exclusively for sales and distribution are leased.

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 it is remote that pending litigation to which DENTSPLY is a party will 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. 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 Court has granted the Company's motion on the lack of standing of the laboratory and patient class actions to pursue damage claims. Four private party class actions on behalf of indirect purchasers were filed in California state court. These cases are based on allegations similar to those in the Department of Justice case. In response to the Company's motion, these cases have been consolidated in one Judicial District in Los Angeles. A similar private party action has been filed in Florida. The trial in the government's case was held in April and May 2002, the post-trial briefing occurred during the summer and the final arguments were made in September of 2002. The case is pending a decision by the Federal District Court Judge who heard the case. 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, 2003.

Name	Age	Position
John C. Miles II	61	Chairman of the Board and Chief Executive Officer
Gerald K. Kunkle Jr.	56	President and Chief Operating Officer
Thomas L. Whiting	60	Executive Vice President
Christopher T. Clark	41	Senior Vice President
William R. Jellison	45	Senior Vice President
Rudolf Lehner	45	Senior Vice President
James G. Mosch	46	Senior Vice President
J. Henrik Roos	45	Senior Vice President
W. William Weston	55	Senior Vice President
Bret W. Wise	42	Senior Vice President and Chief Financial Officer
Brian M. Addison	48	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.

Thomas L. Whiting was named Executive Vice President effective November 1, 2002 and directly oversees the following operating units: DENTSPLY Anesthetics, DENTSPLY Sankin and ESP LLC. In addition, he oversees the groups managed by Mr. Roos and Mr. Weston. Prior to this appointment, Mr. Whiting served as Senior Vice President since early 1995. Prior to his Senior Vice President appointment, Mr. Whiting was Vice President and General Manager of the Company's L.D. Caulk Operating unit from March 1987 to early 1995. Prior to that time, Mr. Whiting held management positions with Deseret Medical and the Parker-Davis Company.

Christopher T. Clark was named Senior Vice President effective November 1, 2002 and oversees the following areas: business development and strategic planning; North American Group Marketing and Administration; Alliance and Government Sales; and the Ransom and Randolph operating unit. Prior to this appointment, Mr. Clark served as Vice President and General Manager of the Gendex operating unit since June 1999. Prior to that time, he served as Vice President and General Manager of the Trubyte operating unit since July of 1996. Prior to that, Mr. Clark was Director of Marketing of the Trubyte Operating Unit since September 1992 when he started with the Company.

William R. Jellison was named Senior Vice President effective November 1, 2002 and oversees the following operating units: DENTSPLY Asia, DENTSPLY Professional, Maillefer, Tulsa Dental Products and Vereinigte Dentalwerke ("VDW"). Prior to this appointment, Mr. Jellison served as Senior Vice President and Chief Financial Officer of the Company since April 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.

Rudolf Lehner was named Senior Vice President effective December 12, 2001 and oversees the following operating units: Degussa Dental Germany, Degussa Dental Austria and Elephant Dental. Prior to that time, Mr Lehner was Chief Operating Officer of Degussa Dental since mid-2000. From 1999 to mid 2000, he had the overall responsibilities for Sales & Marketing at Degussa Dental. From 1994 to 1999, Mr. Lehner held the position of Chief Executive Officer of Elephant Dental. From 1990 to 1994, he had overall responsibility for international activities at Degussa Dental. Prior to that, Mr Lehner held various positions at Degussa Dental and its parent, Degussa AG, since starting in 1984.

James G. Mosch was named Senior Vice President effective November 1, 2002 and oversees the following operating units: DENTSPLY Australia, DENTSPLY Brazil, DENTSPLY Canada, DENTSPLY Latin America, DENTSPLY Mexico, Gendex and Rinn. Prior to this appointment, Mr. Mosch served as Vice President and General Manager of the DENTSPLY Professional operating unit since July 1994 when he started with the Company.

J. Henrik Roos was named Senior Vice President effective June 1, 1999 and oversees the following operating units: Ceramco, CeraMed, Friadent, GAC, 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 operating units: DeDent, DENTSPLY France, DENTSPLY Italy, DENTSPLY Russia, DENTSPLY United Kingdom, L.D. Caulk, and Middle East/Africa. 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.

Bret W. Wise was named Senior Vice President and Chief Financial Officer of the Company effective December 1, 2002. Prior to that time, Mr. Wise was Senior Vice President and Chief Financial Officer with Ferro Corporation of Cleveland, OH. Prior to joining Ferro Corporate in 1999, Mr. Wise held the position of Vice President and Chief Financial Officer at WCI Steel, Inc., of Warren, OH, from 1994 to 1999. Prior to joining WCI Steel, Inc., Mr. Wise was a partner with KPMG LLP. Mr. Wise is a Certified Public Accountant.

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 2002 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 2002 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 2002 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 2002 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," "Report of Independent Accountants," "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 2002 Annual Report to Shareholders is incorporated herein by reference.

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

Not applicable.

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" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the 2003 Proxy Statement is incorporated herein by reference.

Item 11. Executive Compensation

The information set forth under the caption "Executive Compensation" in the 2003 Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the 2003 Proxy Statement is incorporated herein by reference.

Securities Authorized For Issuance Under Equity Compensation Plans

The following table provides information at December 31, 2002 regarding compensation plans and arrangements under which equity securities of DENTSPLY are authorized for issuance.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders (1)	7,646,589	24.56	7,253,405 (2)
Equity compensation plans not approved by security holders (3)	45,000	14.83	n/a
Other equity compensation plans not approved by security holders (4)	108,147	n/a	n/a
Total	7,799,736		

(1) Consists of the DENTSPLY International Inc. 1993 Stock Option Plan, 1998 Stock Option Plan and 2002 Stock Option Plan.

(2) The maximum number of shares available for issuance under the 2002 Stock Option Plan is 7,000,000 shares of common stock (plus any shares of common stock covered by any unexercised portion of canceled or terminated stock options granted under the 1993 Stock Option Plan or 1998 Stock Option Plan) (the "Maximum Number"). The Maximum Number shall be increased on January 1 of each calendar year during the term of the 2002 Stock Option Plan to equal 7% of the outstanding shares of common stock on such date, prior to such increase.

(3) Consists of the Burton C. Borgelt Nonstatutory Stock Option Agreement as further described below.

(4) See below for a description of the Directors' Deferred Compensation Plan and the Supplemental Executive Retirement Plan pursuant to which shares of common stock may be issued to outside directors and certain management employees.

Burton C. Borgelt Nonstatutory Stock Option Agreement

On January 13, 1994, the Company entered an agreement with Mr. Burton C. Borgelt granting Mr. Borgelt an option to acquire 45,000 shares of the Company's common stock at the exercise price of $14.83 (as effected by subsequent stock dividends). At the time of the grant, Mr. Borgelt was serving as the Company's Chairman of its Board of Directors. The option was granted to provide an additional incentive to Mr. Borgelt to devote his efforts to the future success of the Company.

Directors Deferred Compensation Plan

Effective January 1, 1997, the Company established a Directors' Deferred Compensation Plan (the "Deferred Plan"). The Deferred Plan permits non-employee directors to elect to defer receipt of directors fees or other compensation for their services as directors. Non-employee directors can elect to have their deferred payments administered as a cash with interest account or a stock unit account. Distributions to a director under the Deferred Plan will not be made to any non-employee director until the non-employee director ceases to be a member of the Board of Directors. Upon ceasing to be a member of the Board of Directors, the deferred non-employee director fees are paid based on an earlier election to have their accounts distributed immediately or in annual installments for up to ten (10) years.

Supplemental Executive Retirement Plan

Effective January 1, 1999, the Board of Directors of the Company adopted a Supplemental Executive Retirement Plan (the "Plan"). The purpose of the Plan is to provide additional retirement benefits for a limited group of management employees whom the Board concluded were not receiving competitive retirement benefits. No actual benefits are put aside for participants and the participants are general creditors of the Company for payment of the benefits upon retirement or termination from the Company. Participants can elect to have these benefits administered as an interest bearing cash or stock unit account. Upon retirement/termination, the participant is paid the benefits in their account based on an earlier election to have their accounts distributed immediately or in annual installments for up to five (5) years.

Item 13. Certain Relationships and Related Transactions

No relationships or transactions are required to be reported.

Item 14. Controls and Procedures

(a) As of March 12, 2003, the Company carried out an evaluation under the supervision and with the participation of the Company's management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the Company's disclosure controls and procedures. Based on that evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures have been designed and are functioning effectively to provide reasonable assurance that the information required to be disclosed by the Company in reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms. A controls system, no matter how well designed and operated, cannot provide absolute assurance that the objectives of the controls systems are met, and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected.

(b) Subsequent to the date of the most recent evaluation of the Company's internal controls, there were no significant changes in the Company's internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

PART IV

Item 15. 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 2002 Annual Report to Shareholders are incorporated herein by reference:

Report of Independent Accountants
Consolidated Statements of Income - Years ended December 31, 2002, 2001 and 2000
Consolidated Balance Sheets - December 31, 2002 and 2001
Consolidated Statements of Stockholders' Equity - Years ended December 31, 2002, 2001 and 2000
Consolidated Statements of Cash Flows - Years ended December 31, 2002, 2001 and 2000
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 (17)
3.2		By-Laws, as amended (16)
4.1.	(a)	United States Commercial Paper Issuing and paying Agency Agreement dated as of August 12,1999 between the Company and the Chase Manhattan Bank. (13)
	(b)	United States Commercial Paper Dealer Agreement dated as of March 28, 2002 between the Company and Salomon Smith Barney Inc.
	(c)	United States Commercial Paper Dealer Agreement dated as of April 30, 2002 between the Company and Credit Suisse First Boston Corporation.
	(d)	Euro Commercial Paper Note Agreement dated as of July 18, 2002 between the Company and Citibank International plc.
	(e)	Euro Commercial Paper Dealer Agreement dated as of July 18, 2002 between the Company and Citibank International plc and Credit Suisse First Boston (Europe) Limited.
4.2	(a)	Note Agreement (governing Series A, Series B and Series C Notes) dated March 1, 2001 between the Company and Prudential Insurance Company of America. (14)
	(b)	First Amendment to Note Agreement dated September 1, 2001 between the Company and Prudential Insurance Company of America. (16)
4.3	(a)	5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents. (16)
	(b)	364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents. (16)
	(c)	Amendment to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.
	(d)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.
	(e)	Amendment to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of August 30, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.
	(f)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of August 30, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.
	(g)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 24, 2002 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.
4.4		Private placement note dated December 28, 2001 between the Company and Massachusetts Mutual Life Insurance Company and Nationwide Life Insurance Company. (16)
4.5	(a)	Eurobonds Agency Agreement dated December 13, 2001 between the Company and Citibank, N.A. (16)
	(b)	Eurobond Subscription Agreement dated December 11, 2001 between the Company and Credit Suisse First Boston (Europe) Limited, UBS AG, ABN AMRO Bank N.V., First Union Securities, Inc.; and Tokyo-Mitsubishi International plc (the Managers). (16)

	(c)	Pages 4 through 16 of the Company's Eurobond Offering Circular dated December 11, 2001. (16)
10.1		1993 Stock Option Plan (2)
10.2		1998 Stock Option Plan (1)
10.3		2002 Stock Option Plan (17)
10.4		Nonstatutory Stock Option Agreement between the Company and Burton C. Borgelt (3)
10.5		Employee Stock Ownership Plan, as amended, restated as of January 1, 1997
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. (14)
	(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. (14)
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 January 1, 1996 between the Company and W. William Weston (9)*
10.9		Employment Agreement dated January 1, 1996 between the Company and Thomas L. Whiting (9)*
10.10		Employment Agreement dated October 11,1996 between the Company and Gerald K. Kunkle Jr. (10)*
10.11		Employment Agreement dated April 20, 1998 between the Company and William R. Jellison (12)*
10.12		Employment Agreement dated September 10, 1998 between the Company and Brian M. Addison (12)*
10.13		Employment Agreement dated June 1, 1999 between the Company and J. Henrik Roos (13)*
10.14		Employment Agreement dated October 1, 2001 between the Company and Rudolf Lehner (16)*
10.15		Employment Agreement dated November 1, 2002 between the Company and Christopher T. Clark*
10.16		Employment Agreement dated November 1, 2002 between the Company and James G. Mosch*
10.17		Employment Agreement dated December 1, 2002 between the Company and Bret W. Wise*
10.18		DENTSPLY International Inc. Directors' Deferred Compensation Plan effective January 1, 1997 (10)*
10.19		Supplemental Executive Retirement Plan effective January 1, 1999 (12)*
10.20		Written Description of Year 2002 Incentive Compensation Plan.
10.21	(a)	AZLAD Products Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (a subsidiary of the Company). (14)
	(b)	AZLAD Products Manufacturing Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (14)
	(c)	AZ Trade Marks License Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (14)
10.22		Degussa Dental Group Sale and Purchase Agreement, dated May 28/29, 2001 between Degussa AG (Seller) and Dentsply Hanau GmbH & Co. KG, Dentsply Research & Development Corporation and Dentsply EU S.a.r.l. (Purchasers and subsidiaries of the Company). (15)
10.23	(a)	Precious metal inventory Purchase and Sale Agreement dated November 30, 2001 between Fleet Precious Metal Inc. and the Company. (16)
	(b)	Precious metal inventory Purchase and Sale Agreement dated December 20, 2001 between JPMorgan Chase Bank and the Company. (16)
	(c)	Precious metal inventory Purchase and Sale Agreement dated December 20, 2001 between Mitsui & Co., Precious Metals Inc. and the Company. (16)
13		Pages 9 through 47 of the Company's Annual Report to Shareholders for fiscal year 2002 (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
99.1		Chief Executive Officer Certification Statement.
99.2		Chief Financial Officer Certification Statement.

* 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.

(11) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997, File No. 0-16211.

(12) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1998, File No. 0-16211.

(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.

(14) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2000, File No. 0-16211.

(15) Incorporated by reference to exhibit included in the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2001, File No. 0-16211.

(16) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, File No. 0-16211.

(17) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 333-101548).

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 June 13, 2001 between Midland Bank PLC and Dentsply Limited for GBP 3,000,000 overdraft and $2,000,000 foreign exchange facility.

(3) Agreement dated June 21, 2001 in the principal amount of $6,000,000 between Dentsply Research and Development Corp, Hong Kong Branch and Bank of Tokyo Mitsubishi.

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

(b) Reports on Form 8-K

None

Report of Independent Accountants on Financial Statement Schedule

To the Board of Directors of
DENTSPLY International Inc.

Our audits of the consolidated financial statements referred to in our report dated January 23, 2003 appearing in the 2002 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 15(a) 2 of this 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.

/s/ PricewaterhouseCoopers LLP

Philadelphia, PA
January 23, 2003

SCHEDULE II

DENTSPLY INTERNATIONAL INC.
VALUATION AND QUALIFYING ACCOUNTS
FOR THE THREE YEARS ENDED DECEMBER 31, 2002

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,							
2000	$ 8,152	$ 397	$ 34	(a)	$ (2,078)	$ (145)	$ 6,360
2001	6,360	2,844	5,289	(b)	(1,638)	(253)	12,602
2002	12,602	2,904	3,560	(c)	(1,987)	1,413	18,492
Allowance for trade discounts:							
For Year Ended December 31,							
2000	1,388	1,318	-		(1,031)	(46)	1,629
2001	1,629	555	-		(1,194)	(77)	913
2002	913	988	-		(871)	61	1,091
Inventory valuation reserves:							
For Year Ended December 31,							
2000	15,364	5,584	52	(d)	(5,741)	(317)	14,942
2001	14,942	4,369	8,409	(e)	(2,996)	(365)	24,359
2002	24,359	4,855	4,671	(f)	(5,581)	2,366	30,670

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(a) Includes $34 from acquisition of Midwest Orthodontic Manufacturing.
(b) Includes $389 from acquisition of Friadent and $4,900 from acquisition of Degussa Dental.
(c) Includes $797 from acquisition of Austenal and $2,763 related to the acquisition of Degussa Dental.
(d) Includes $52 from acquisition of Midwest Orthodontic Manufacturing.
(e) Includes $1,580 from acquisition of Friadent and $6,829 from acquisition of Degussa Dental.
(f) Includes $588 from acquisition of Austenal and $4,083 related to the acquisition of Degussa Dental.

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 --- John C. Miles II Chairman of the Board and Chief Executive Officer and a Director (Principal Executive Officer)	March 28, 2003 --- Date
/s/ Gerald K. Kunkle --- Gerald K. Kunkle President and Chief Operating Officer and a Director	March 28, 2003 --- Date
/s/ Bret W. Wise --- Bret W. Wise Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 28, 2003 --- Date
/s/ Dr. Michael C. Alfano --- Dr. Michael C. Alfano Director	March 28, 2003 --- Date
/s/ Burton C. Borgelt --- Burton C. Borgelt Director	March 28, 2003 --- Date

/s/ Paula H. Cholmondeley	March 28, 2003
Paula H. Cholmondeley Director	Date
/s/ Michael J. Coleman	March 28, 2003
Michael J. Coleman Director	Date
/s/ William F. Hecht	March 28, 2003
William F. Hecht Director	Date
/s/ Leslie A. Jones	March 28, 2003
Leslie A. Jones Director	Date
/s/ Betty Jane Scheihing	March 28, 2003
Betty Jane Scheihing Director	Date
/s/Edgar H. Schollmaier	March 28, 2003
Edgar H. Schollmaier Director	Date
/s/ W. Keith Smith	March 28, 2003
W. Keith Smith Director	Date

Section 302 Certifications Statement

I, John C. Miles II, certify that:

1. I have reviewed this annual report on Form 10-K of DENTSPLY International Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 28, 2003

/s/ John C. Miles II
Chairman and Chief Executive Officer

Section 302 Certifications Statement

I, Bret W. Wise, certify that:

1. I have reviewed this annual report on Form 10-K of DENTSPLY International Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 28, 2003

/s/ Bret W. Wise
Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number		Description	Exhibit Reference
3.1		Restated Certificate of Incorporation (17)	
3.2		By-Laws, as amended (16)	
4.1.	(a)	United States Commercial Paper Issuing and paying Agency Agreement dated as of August 12,1999 between the Company and the Chase Manhattan Bank. (13)	
	(b)	United States Commercial Paper Dealer Agreement dated as of March 28, 2002 between the Company and Salomon Smith Barney Inc.	D2
	(c)	United States Commercial Paper Dealer Agreement dated as of April 30, 2002 between the Company and Credit Suisse First Boston Corporation.	D3
	(d)	Euro Commercial Paper Note Agreement dated as of July 18, 2002 between the Company and Citibank International plc.	D4
	(e)	Euro Commercial Paper Dealer Agreement dated as of July 18, 2002 between the Company and Citibank International plc and Credit Suisse First Boston (Europe) Limited.	D5
4.2	(a)	Note Agreement (governing Series A, Series B and Series C Notes) dated March 1, 2001 between the Company and Prudential Insurance Company of America. (14)	
	(b)	First Amendment to Note Agreement dated September 1, 2001 between the Company and Prudential Insurance Company of America. (16)	
4.3	(a)	5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents. (16)	
	(b)	364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents. (16)	
	(c)	Amendment to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.	D6
	(d)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 25, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.	D7
	(e)	Amendment to the 5-Year Competitive Advance, Revolving Credit and Guaranty Agreements dated as of August 30, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.	D8
	(f)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of August 30, 2001 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.	D9
	(g)	Amendment to the 364-Day Competitive Advance, Revolving Credit and Guaranty Agreements dated as of May 24, 2002 among the Company, the guarantors named therein, the banks named therein, the ABN Amro Bank, N.V as Administrative Agent, and First Union National Bank and Harris Trust and Savings Bank as Documentation Agents.	D10
4.4		Private placement note dated December 28, 2001 between the Company and Massachusetts Mutual Life Insurance Company and Nationwide Life Insurance Company. (16)	
4.5	(a)	Eurobonds Agency Agreement dated December 13, 2001 between the Company and Citibank, N.A. (16)	
	(b)	Eurobond Subscription Agreement dated December 11, 2001 between the Company and Credit Suisse First Boston (Europe) Limited, UBS AG, ABN AMRO Bank N.V., First Union Securities, Inc.; and Tokyo-Mitsubishi International plc (the Managers). (16)	

	(c)	Pages 4 through 16 of the Company's Eurobond Offering Circular dated December 11, 2001. (16)	
10.1		1993 Stock Option Plan (2)	
10.2		1998 Stock Option Plan (1)	
10.3		2002 Stock Option Plan (17)	
10.4		Nonstatutory Stock Option Agreement between the Company and Burton C. Borgelt (3)	
10.5		Employee Stock Ownership Plan, as amended, restated as of January 1, 1997	D11
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. (14)	
	(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. (14)	
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 January 1, 1996 between the Company and W. William Weston (9)*	
10.9		Employment Agreement dated January 1, 1996 between the Company and Thomas L. Whiting (9)*	
10.10		Employment Agreement dated October 11,1996 between the Company and Gerald K. Kunkle Jr. (10)*	
10.11		Employment Agreement dated April 20, 1998 between the Company and William R. Jellison (12)*	
10.12		Employment Agreement dated September 10, 1998 between the Company and Brian M. Addison (12)*	
10.13		Employment Agreement dated June 1, 1999 between the Company and J. Henrik Roos (13)*	
10.14		Employment Agreement dated October 1, 2001 between the Company and Rudolf Lehner (16)*	
10.15		Employment Agreement dated November 1, 2002 between the Company and Christopher T. Clark*	D12
10.16		Employment Agreement dated November 1, 2002 between the Company and James G. Mosch*	D13
10.17		Employment Agreement dated December 1, 2002 between the Company and Bret W. Wise*	D14
10.18		DENTSPLY International Inc. Directors' Deferred Compensation Plan effective January 1, 1997 (10)*	
10.19		Supplemental Executive Retirement Plan effective January 1, 1999 (12)*	
10.20		Written Description of Year 2002 Incentive Compensation Plan.	D15
10.21	(a)	AZLAD Products Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (a subsidiary of the Company). (14)	
	(b)	AZLAD Products Manufacturing Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (14)	
	(c)	AZ Trade Marks License Agreement, dated January 18, 2001 between AstraZeneca AB and Maillefer Instruments Holdings, S.A. (14)	
10.22		Degussa Dental Group Sale and Purchase Agreement, dated May 28/29, 2001 between Degussa AG (Seller) and Dentsply Hanau GmbH & Co. KG, Dentsply Research & Development Corporation and Dentsply EU S.a.r.l. (Purchasers and subsidiaries of the Company). (15)	
10.23	(a)	Precious metal inventory Purchase and Sale Agreement dated November 30, 2001 between Fleet Precious Metal Inc. and the Company. (16)	
	(b)	Precious metal inventory Purchase and Sale Agreement dated December 20, 2001 between JPMorgan Chase Bank and the Company. (16)	
	(c)	Precious metal inventory Purchase and Sale Agreement dated December 20, 2001 between Mitsui & Co., Precious Metals Inc. and the Company. (16)	
13		Pages 9 through 47 of the Company's Annual Report to Shareholders for fiscal year 2002 (only those portions of the Annual Report incorporated by reference in this report are deemed "filed")	D16
21.1		Subsidiaries of the Company	D17
23.1		Consent of Independent Accountants - PricewaterhouseCoopers LLP	D18
99.1		Chief Executive Officer Certification Statement.	D19
99.2		Chief Financial Officer Certification Statement.	D20

(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.

(11) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997, File No. 0-16211.

(12) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1998, File No. 0-16211.

(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.

(14) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2000, File No. 0-16211.

(15) Incorporated by reference to exhibit included in the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2001, File No. 0-16211.

(16) Incorporated by reference to exhibit included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, File No. 0-16211.

(17) Incorporated by reference to exhibit included in the Company's Registration Statement on Form S-8 (No. 333-101548).

COMMERCIAL PAPER DEALER AGREEMENT

between

DENTSPLY International Inc., as Issuer

and

Salomon Smith Barney Inc., as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agency Agreement dated as of August 12, 1999 between the Issuer and JPMorgan Chase Bank (formerly The Chase Manhattan Bank), as Issuing and Paying Agent.

Dated as of

March 28, 2002

D2

COMMERCIAL PAPER DEALER AGREEMENT

This agreement ("Agreement") sets forth the understandings between the Issuer and the Dealer, each named on the cover page hereof, in connection with the issuance and sale by the Issuer of its short-term promissory notes (the "Note") through the Dealer.

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

Section 1. Offers, Sales and Resales of Notes.

1.1 While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2 So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes, in the United States except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with Issuer one or more agreements which contain provisions substantially identical to those contained in Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing or have executed agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3 The Notes shall be in a minimum denomination of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, shall have a maturity not exceeding 365 days from the date of issuance (exclusive of days of grace) and shall not contain any provision for extension, renewal or automatic "rollover."

1.4 The authentication and issuance of, and payment for, the Notes shall be effected in accordance with the Issuing and Paying Agency Agreement, and the Notes shall be either individual physical certificates or book-entry notes evidenced by a Master Note registered in the name of DTC or its nominee, in the form or forms annexed to the Issuing and Paying Agency Agreement.

1.5 If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuing and Paying Agent, for the account of the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer against its return of the Note to the Issuer, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note. If such failure occurred for any reason other than default by the Dealer, the Issuer shall reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

1.6 The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes by or through the Dealer shall be made only to: (i) investors reasonably believed by the Dealer to be Qualified Institutional Buyers ("QIBs"), Institutional Accredited Investors or Sophisticated Individual Accredited Investors and (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is reasonably believed by the Dealer to be an Institutional Accredited Investor or Sophisticated Individual Accredited Investor.

(b) Resales and other transfers of the Notes by the holders thereof shall be made only in accordance with the restrictions in the legend described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of the other party, a party shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a Non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be made in accordance with Rule 506 under the Securities Act, and shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder, as well as on each individual certificate representing a Note and each Master Note representing book-entry Notes offered and sold pursuant to this Agreement.

(f) The Dealer shall furnish or shall have furnished to each purchaser of Notes for which it has acted as the Dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive publicly available information from, the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees, for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by the Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify the Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to the Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it is not currently issuing commercial paper in the United States market in reliance upon the exemption provided by Section 3(a)(3) of the Securities Act. However, the Issuer agrees that if the Issuer were to issue such 3(a)(3) commercial paper, (a) the proceeds from the sale of the Notes would be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer would institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer pursuant to the Section 3(a)(3) exemption would not be integrated with offerings and sales of Notes hereunder; and (c) the Issuer would comply with each of the requirements of Section 3(a)(3) of the Securities Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

(j) The Issuer hereby agrees that, not later than 15 days after the first sale of Notes as contemplated by this Agreement, it will file with the SEC a notice on Form D in accordance with Rule 503 under the Securities Act and that will thereafter file such amendments to such notice as Rule 503 may require.

1.7 The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) The Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold within the United States any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer, but excluding, for the avoidance of doubt, loan notes issued under the Issuer's revolving credit facility, Note Purchase Agreement dated March 1, 2001 as amended September 1, 2001 among Dentsply International Inc. and the Noteholders and Note Purchase Agreement dated December 28, 2001 among Dentsply International and the Noteholders), to, or solicited offers to buy any such security from , any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.2 hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof which could adversely affect the entitlement of the Notes to the exemption from registration under the Securities Act pursuant to Section 4(2) thereof. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties.

(b) In the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes either (i) only to offerees it reasonably believes to be QIBs or to QIBs it reasonably believes are acting for other QIBs, in each case in accordance with Rule 144A or (ii) in a manner which would not cause a violation of Regulation T and the interpretations thereunder.

Section 2. Representations and Warranties of Issuer.

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agency Agreement.

2.2 This Agreement and the Issuing and Paying Agency Agreement have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.3 The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.4 The offer and sale of Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof and Regulation D thereunder, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 Except as provided in Section 1.6(j), no consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky Laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or a default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or default might have a material adverse effect on the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.8 Except as disclosed in the Company Information, there is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which would likely result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.9 The Issuer is not an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

2.10 Neither the Private Placement Memorandum nor the Company Information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth above in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), or operations of the Issuer which has not been disclosed to the Dealer in writing.

Section 3. Covenants and Agreements of Issuer.

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of or waiver with respect to, the Notes or the Issuing and Paying Agency Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall, whenever there shall occur any change in the Issuer's condition (financial or otherwise), operations or business prospects or any development or occurrence in relation to the Issuer that would be material to holders of the Notes or potential holders of the Notes (including any downgrading or receipt of any notice of intended or potential downgrading or any review for potential change in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of Notes), promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of such change, development or occurrence; provided, that the Issuer shall not be obligated to notify the Dealer of such change, development or occurrence if such notification would result in the disclosure of non-public information in violation of the provisions of Regulation FD.

3.3 The Issuer shall from time to time furnish to the Dealer such publicly available information as the Dealer may reasonably request, including, without limitation, any press releases or material provided by the Issuer to any national securities exchange or rating agency, regarding (i) the Issuer's operations and financial condition, (ii) the due authorization and execution of the Notes and (iii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, however, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer will not be in default of any of its obligations hereunder, under the Notes or under the Issuing and Paying Agency Agreement, at any time that any of the Notes are outstanding.

3.6 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, satisfactory in form and substance to the Dealer, (b) a copy of the executed Issuing and Paying Agency Agreement as then in effect, (c) a copy of resolutions adopted by the Board of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agency Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) prior to the issuance of any Notes represented by a book-entry note registered in the name of DTC or its nominee, a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and (e) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.7. As long as any Note is outstanding, the Issuer shall maintain liquidity facilities in an available amount at least equal to the amount of outstanding Notes relative to outstanding Notes on a no less than one to one ratio. Prior to the first issuance of Notes through the Dealer, the Issuer shall deliver to the Dealer copies of the agreements with respect to such liquidity facilities as then in effect, and shall deliver to the Dealer copies of any amendments to such liquidity facilities as shall be entered into from time to time promptly following the effectiveness thereof.

Section 4. Disclosure.

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional publicly available information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees to promptly furnish the Dealer the Company Information as it becomes available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting the Issuer that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading, which notice may include an instruction from the Issuer to not disclose such information to holders and prospective holders of Notes as a result of the Issuer's determination that such disclosure of such information would violate Regulation FD.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to supplement or amend the Private Placement Memorandum so that the Private Placement Memorandum, as amended or supplemented shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer; provided, that the Issuer shall not be obligated to supplement or amend the Private Placement Memorandum to the extent that such amendment or supplement would result in the disclosure of non-public information in violation of the provisions of Regulation FD.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such time as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

Section 5. Indemnification and Contribution

5.1 The Issuer will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum, the Company Information or any information provided by the Issuer to the Dealer included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that the Claim arises out of or is based upon Dealer Information.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth on Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in ;which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder.

Section 6. Definitions.

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's and its affiliates' other publicly available recent reports, including, but not limited to , any publicly available filing or reports provided to their respective shareholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer Information" shall mean material concerning the Dealer provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.4 "DTC" shall mean The Depository Trust Company.

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

6.6 "Indemnitee" shall have the meaning set forth in Section 5.1.

6.7 "Institutional Accredited Investor" shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.8 "Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.9 "Issuing and Paying Agent" shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agency Agreement, or any successor thereto in accordance with the Issuing and Paying Agency Agreement.

6.10 "Non-bank fiduciary or agent" shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.11 "Private Placement Memorandum" shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.12 "Qualified Institutional Buyer" shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.13 "Regulation D" shall mean Regulation D (Rules 501 et seq.) under the Securities Act.

6.14 "Rule 144A" shall mean Rule 144A under the Securities Act.

6.15 "SEC" shall mean the U.S. Securities and Exchange Commission.

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

6.17 "Sophisticated Individual Accredited Investor" shall mean an individual who (a) is an accredited investor within the meaning of Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having a net worth of at least $5 million.

Section 7. General.

7.1 Unless otherwise expressly provided herein, in all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 The Issuer agrees that any suit, action or proceeding brought by the Issuer against the Dealer in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the United States federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan. EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer, upon one business day's prior notice to such effect to the Dealer, or by the Dealer upon one business day's prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any affiliate of the Dealer.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7.7 This Agreement is for the exclusive benefit of the parties, hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

DENTSPLY INTERNATIONAL INC., as Issuer

By:

Name:
Title:

SALOMON SMITH BARNEY INC., as Dealer

By:

Authorized Signatory

ADDENDUM

The following additional clause shall apply to the Agreement and be deemed a part thereof:

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are Goldman, Sachs & Co. and Credit Suisse First Boston.

2. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer		DENTSPLY International Inc.
	Address	570 West College Avenue York, Pennsylvania 17405
	Attention:	Treasurer
	Telephone number:	717-849-4262
	Fax number:	717-849-4759
For the Dealer:		Salomon Smith Barney Inc.
	Address:	390 Greenwich Street - 4th Floor New York, New York 10013
	Attention:	Money Markets Origination
	Telephone number:	(212) 723-6378
	Fax number:	(212) 723-8624

FORM OF LEGEND FOR
PRIVATE PLACEMENT MEMORANDUM AND NOTES

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1993, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL DEEMED TO REPRESENT THAT IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, THAT IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND THAT IT IS EITHER (A) AN INSTITUTIONAL INVESTOR OR HIGHLY SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) UNDER THE ACT AND WHICH, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS A NET WORTH OF AT LEAST $5 MILLION (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND THAT EITHER IS PURCHASING NOTES FOR ITS OWN ACCOUNT, IS A U.S. BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR IS A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN ASSOCIATION) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR (i) WHICH ITSELF POSSESSES SUCH KNOWLEDGE AND EXPERIENCE OR (ii) WITH RESPECT TO WHICH SUCH PURCHASER HAS SOLE INVESTMENT DISCRETION; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT WHICH IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS. EACH OF WHICH IS A QIB AND WITH RESPECT TO EACH OF WHICH THE PURCHASER HAS SOLE INVESTMENT DISCRETION; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUER OR TO SALOMON SMITH BARNEY INC. OR ANOTHER PERSON DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR, SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN MINIMUM AMOUNTS OF $250,000.

EXHIBIT B

FURTHER PROVISIONS RELATING
TO INDEMNIFICATION

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought and is required under Section 5 of the Agreement (whether or not it is a party to any such proceedings), except to the extent that the expenses relate to a claim which is not, on its face, subject to the coverage of Section 5.

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission so to notify the Issuer will not relieve the Issuer from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and such failure results in the forfeiture by the Issuer of substantial rights and defenses, and (ii) the omission so to notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and the extent that it may elect by written notice delivered to the Indemnitee , to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer, and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the Issuer's election so to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim).

COMMERCIAL PAPER DEALER AGREEMENT

between

DENTSPLY International Inc., as Issuer

and

Credit Suisse First Boston Corporation, as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agency Agreement dated as of August 12, 1999 between the Issuer and JPMorgan Chase Bank (formerly The Chase Manhattan Bank), as Issuing and Paying Agent.

Dated as of

April 30, 2002

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COMMERCIAL PAPER DEALER AGREEMENT

This agreement ("Agreement") sets forth the understandings between the Issuer and the Dealer, each named on the cover page hereof, in connection with the issuance and sale by the Issuer of its short-term promissory notes (the "Note") through the Dealer.

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

Section 1. Offers, Sales and Resales of Notes.

1.1 While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2 So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes, in the United States except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with Issuer one or more agreements which contain provisions substantially identical to those contained in Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing or have executed agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3 The Notes shall be in a minimum denomination of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and

the Issuer, shall have a maturity not exceeding 365 days from the date of issuance (exclusive of days of grace) and shall not contain any provision for extension, renewal or automatic "rollover."

D3

1.4 The authentication and issuance of, and payment for, the Notes shall be effected in accordance with the Issuing and Paying Agency Agreement, and the Notes shall be either individual physical certificates or book-entry notes evidenced by a Master Note registered in the name of DTC or its nominee, in the form or forms annexed to the Issuing and Paying Agency Agreement.

1.5 If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuing and Paying Agent, for the account of the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer against its return of the Note to the Issuer, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note. If such failure occurred for any reason other than default by the Dealer, the Issuer shall reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

1.6 The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes by or through the Dealer shall be made only to: (i) investors reasonably believed by the Dealer to be Qualified Institutional Buyers ("QIBs"), Institutional Accredited Investors or Sophisticated Individual Accredited Investors and (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is reasonably believed by the Dealer to be an Institutional Accredited Investor or Sophisticated Individual Accredited Investor.

(b) Resales and other transfers of the Notes by the holders thereof shall be made only in accordance with the restrictions in the legend described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of the other party, a party shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a Non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be made in accordance with Rule 506 under the Securities Act, and shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder, as well as on each individual certificate representing a Note and each Master Note representing book-entry Notes offered and sold pursuant to this Agreement.

(f) The Dealer shall furnish or shall have furnished to each purchaser of Notes for which it has acted as the Dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive publicly available information from, the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees, for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by the Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify the Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to the Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it is not currently issuing commercial paper in the United States market in reliance upon the exemption provided by Section 3(a)(3) of the Securities Act. However, the Issuer agrees that if the Issuer were to issue such 3(a)(3) commercial paper, (a) the proceeds from the sale of the Notes would be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer would institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer pursuant to the Section 3(a)(3) exemption would not be integrated with offerings and sales of Notes hereunder; and (c) the Issuer would comply with each of the requirements of Section 3(a)(3) of the Securities Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

(j) The Issuer hereby agrees that, not later than 15 days after the first sale of Notes as contemplated by this Agreement, it will file with the SEC a notice on Form D in accordance with Rule 503 under the Securities Act and that will thereafter file such amendments to such notice as Rule 503 may require.

1.7 The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) The Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold within the United States any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer, but excluding, for the avoidance of doubt, loan notes issued under the Issuer's revolving credit facility, Note Purchase Agreement dated March 1, 2001 as amended September 1, 2001 among Dentsply International Inc. and the Noteholders and Note Purchase Agreement dated December 28, 2001 among Dentsply International and the Noteholders), to, or solicited offers to buy any such security from , any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.2 hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof which could adversely affect the entitlement of the Notes to the exemption from registration under the Securities Act pursuant to Section 4(2) thereof. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties.

(b) In the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes either (i) only to offerees it reasonably believes to be QIBs or to QIBs it reasonably believes are acting for other QIBs, in each case in accordance with Rule 144A or (ii) in a manner which would not cause a violation of Regulation T and the interpretations thereunder.

Section 2. Representations and Warranties of Issuer.

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agency Agreement.

2.2 This Agreement and the Issuing and Paying Agency Agreement have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.3 The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.4 The offer and sale of Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof and Regulation D thereunder, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 Except as provided in Section 1.6(j), no consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky Laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or a default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or default might have a material adverse effect on the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.8 Except as disclosed in the Company Information, there is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which would likely result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.9 The Issuer is not an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

2.10 Neither the Private Placement Memorandum nor the Company Information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth above in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), or operations of the Issuer which has not been disclosed to the Dealer in writing.

Section 3. Covenants and Agreements of Issuer.

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of or waiver with respect to, the Notes or the Issuing and Paying Agency Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall, whenever there shall occur any change in the Issuer's condition (financial or otherwise), operations or business prospects or any development or occurrence in relation to the Issuer that would be material to holders of the Notes or potential holders of the Notes (including any downgrading or receipt of any notice of intended or potential downgrading or any review for potential change in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of Notes), promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of such change, development or occurrence; provided, that the Issuer shall not be obligated to notify the Dealer of such change, development or occurrence if such notification would result in the disclosure of non-public information in violation of the provisions of Regulation FD.

3.3 The Issuer shall from time to time furnish to the Dealer such publicly available information as the Dealer may reasonably request, including, without limitation, any press releases or material provided by the Issuer to any national securities exchange or rating agency, regarding (i) the Issuer's operations and financial condition, (ii) the due authorization and execution of the Notes and (iii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, however, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer will not be in default of any of its obligations hereunder, under the Notes or under the Issuing and Paying Agency Agreement, at any time that any of the Notes are outstanding.

3.6 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, satisfactory in form and substance to the Dealer, (b) a copy of the executed Issuing and Paying Agency Agreement as then in effect, (c) a copy of resolutions adopted by the Board of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agency Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) prior to the issuance of any Notes represented by a book-entry note registered in the name of DTC or its nominee, a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and (e) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.7. As long as any Note is outstanding, the Issuer shall maintain liquidity facilities in an available amount at least equal to the amount of outstanding Notes relative to outstanding Notes on a no less than one to one ratio. Prior to the first issuance of Notes through the Dealer, the Issuer shall deliver to the Dealer copies of the agreements with respect to such liquidity facilities as then in effect, and shall deliver to the Dealer copies of any amendments to such liquidity facilities as shall be entered into from time to time promptly following the effectiveness thereof.

Section 4. Disclosure.

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional publicly available information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees to promptly furnish the Dealer the Company Information as it becomes available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting the Issuer that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading, which notice may include an instruction from the Issuer to not disclose such information to holders and prospective holders of Notes as a result of the Issuer's determination that such disclosure of such information would violate Regulation FD.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to supplement or amend the Private Placement Memorandum so that the Private Placement Memorandum, as amended or supplemented shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer; provided, that the Issuer shall not be obligated to supplement or amend the Private Placement Memorandum to the extent that such amendment or supplement would result in the disclosure of non-public information in violation of the provisions of Regulation FD.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such time as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

Section 5. Indemnification and Contribution

5.1 The Issuer will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum, the Company Information or any information provided by the Issuer to the Dealer included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that the Claim arises out of or is based upon Dealer Information.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth on Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in ;which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder.

Section 6. Definitions.

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's and its affiliates' other publicly available recent reports, including, but not limited to , any publicly available filing or reports provided to their respective shareholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer Information" shall mean material concerning the Dealer provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.4 "DTC" shall mean The Depository Trust Company.

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

6.6 "Indemnitee" shall have the meaning set forth in Section 5.1.

6.7 "Institutional Accredited Investor" shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.8 "Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.9 "Issuing and Paying Agent" shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agency Agreement, or any successor thereto in accordance with the Issuing and Paying Agency Agreement.

6.10 "Non-bank fiduciary or agent" shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.11 "Private Placement Memorandum" shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.12 "Qualified Institutional Buyer" shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.13 "Regulation D" shall mean Regulation D (Rules 501 et seq.) under the Securities Act.

6.14 "Rule 144A" shall mean Rule 144A under the Securities Act.

6.15 "SEC" shall mean the U.S. Securities and Exchange Commission.

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

6.17 "Sophisticated Individual Accredited Investor" shall mean an individual who (a) is an accredited investor within the meaning of Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having a net worth of at least $5 million.

Section 7. General.

7.1 Unless otherwise expressly provided herein, in all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 The Issuer agrees that any suit, action or proceeding brought by the Issuer against the Dealer in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the United States federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan. EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer, upon one business day's prior notice to such effect to the Dealer, or by the Dealer upon one business day's prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any affiliate of the Dealer.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7.7 This Agreement is for the exclusive benefit of the parties, hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

DENTSPLY INTERNATIONAL INC., as Issuer

By:

Name:
Title:

CREDIT SUISSE FIRST BOSTON CORPORATION, as Dealer

By:

Authorized Signatory

ADDENDUM

The following additional clause shall apply to the Agreement and be deemed a part thereof:

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are Goldman, Sachs & Co. and Credit Suisse First Boston.

2. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer		DENTSPLY International Inc.
	Address	570 West College Avenue York, Pennsylvania 17405
	Attention:	Treasurer
	Telephone number:	717-849-4262
	Fax number:	717-849-4759
For the Dealer:		Credit Suisse First Boston Corporation
	Address:	11 Madison Avenue New York, New York 10010
	Attention:	Short-Term Product Group
	Telephone number:	(212) 325-7198
	Fax number:	(212) 743-5825

FORM OF LEGEND FOR
PRIVATE PLACEMENT MEMORANDUM AND NOTES

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1993, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL DEEMED TO REPRESENT THAT IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, THAT IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND THAT IT IS EITHER (A) AN INSTITUTIONAL INVESTOR OR HIGHLY SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) UNDER THE ACT AND WHICH, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS A NET WORTH OF AT LEAST $5 MILLION (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND THAT EITHER IS PURCHASING NOTES FOR ITS OWN ACCOUNT, IS A U.S. BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR IS A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN ASSOCIATION) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR (i) WHICH ITSELF POSSESSES SUCH KNOWLEDGE AND EXPERIENCE OR (ii) WITH RESPECT TO WHICH SUCH PURCHASER HAS SOLE INVESTMENT DISCRETION; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT WHICH IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS. EACH OF WHICH IS A QIB AND WITH RESPECT TO EACH OF WHICH THE PURCHASER HAS SOLE INVESTMENT DISCRETION; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUER OR TO CREDIT SUISSE FIRST BOSTON CORPORATION OR ANOTHER PERSON DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR, SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN MINIMUM AMOUNTS OF $250,000.

EXHIBIT B

FURTHER PROVISIONS RELATING
TO INDEMNIFICATION

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought and is required under Section 5 of the Agreement (whether or not it is a party to any such proceedings), except to the extent that the expenses relate to a claim which is not, on its face, subject to the coverage of Section 5.

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission so to notify the Issuer will not relieve the Issuer from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and such failure results in the forfeiture by the Issuer of substantial rights and defenses, and (ii) the omission so to notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and the extent that it may elect by written notice delivered to the Indemnitee , to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer, and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the Issuer's election so to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim).

18 July 2002

DENTSPLY INTERNATIONAL INC.

As Issuer

AND

CITIBANK, N.A.

As Issue And Paying Agent

Note Agency Agreement
relating to a U.S.$250,000,000
EurO-Commercial paper programme

D4

CONTENTS

D4

THIS AGREEMENT is made on 18 July 2002

BETWEEN

(1) DENTSPLY INTERNATIONAL INC. (the "Issuer"); and

(2) CITIBANK, N.A. (the "Agent").

WHEREAS

(A) Pursuant to, and subject to the terms and conditions of, a dealer agreement of even date herewith between the Issuer, the Arranger referred to therein and the dealers from time to time party thereto (together, the "Dealers" and each, a "Dealer") (such agreement as amended or supplemented from time to time herein being referred to as the "Dealer Agreement") the Issuer may from time to time issue Notes (as defined below).

(B) The parties hereto wish to record the arrangements agreed between them in relation to the Notes to be issued pursuant to this Agreement.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement:

"Business Day", except to the extent that the context requires otherwise, means a day (other than a Saturday or Sunday):

(a) on which deposits in the relevant currency are dealt in on the London Interbank Market;

(b) on which commercial banks are open for business in London and (if applicable), if a payment is to be made on that day under this Agreement or any of the Notes, in the place of payment;

(c) on which Euroclear and Clearstream, Luxembourg are in operation; and

(d) in the case of Notes denominated in Euro, a day which is a TARGET Business Day (as defined below), or, in the case of Notes denominated in any other currency, a day upon which commercial banks are open for business in the principal financial centre of the country of that currency (which shall be Sydney in respect of Notes denominated in Australian dollars);

"Clearstream, Luxembourg" means Clearstream Banking, societe anonyme, Luxembourg or any successor thereto:

"Common Depositary" means Citibank, N.A. acting as a depositary common to Euroclear and Clearstream, Luxembourg at such offices in London as shall be notified by both of them to the Agent from time to time;

"Deed of Covenant" means the deed of covenant, dated the date hereof, executed by the Issuer in respect of Global Notes issued pursuant to this Agreement, as such deed may be amended or supplemented from time to time;

"Definitive Note" means a security printed Note in definitive form;

"Dollars" and "U.S.$" denote the lawful currency of the United States of America; and "Dollar Note" means a Note denominated in Dollars;

"Euro" and "(euro)" denote the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended and "Euro Note" means a Note denominated in Euros;

"Euroclear" means Euroclear Bank S.A./N.V. as operator of the Euroclear system or any successor thereto;

"Global Note" means a Note in global form, representing an issue of promissory notes of a like maturity which may be issued by the Issuer from time to time pursuant to this Agreement;

"Index Linked Note" has the meaning ascribed thereto in the Dealer Agreement.

"Maximum Amount" means U.S.$250,000,000 or the equivalent amount denominated in any currency other than Dollars, as such amount may be increased from time to time pursuant to the Dealer Agreement;

"Note" means a bearer promissory note of the Issuer purchased or to be purchased by a Dealer under the Dealer Agreement, in definitive or global form, substantially in the relevant form scheduled hereto or such other form as may be agreed between the Issuer and the Agent and, unless the context otherwise requires, includes the promissory notes represented by the Global Notes;

"Sterling" and "GBP" denote the lawful currency of the United Kingdom; and "Sterling Note" means a Note denominated in Sterling;

"Swiss francs" and "CHF" denote the lawful currency of Switzerland; and "Swiss franc Note" means a Note denominated in Swiss francs.

"TARGET Business Day" means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is open; and

"Yen" and "Y" denote the lawful currency of Japan; and "Yen Note" means a note denominated in Yen.

1.2 References in this Agreement to the principal amount of any Note shall be deemed to include any additional amounts which may become payable in respect thereof pursuant to the terms of such Note.

1.3 Any reference in this Agreement to a Clause or a Schedule is, unless otherwise stated, to a clause hereof or a schedule hereto.

1.4 Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

2. Appointments

2.1 The Issuer hereby appoints Citibank, N.A. at its specified office in London as issue agent and as paying agent for the Notes.

2.2 The Agent will act as calculation agent for Index Linked Notes, as contemplated in the Dealer Agreement, subject in each case to its specific agreement to act as such for each relevant series of Notes.

2.3 Any reference herein to the "Agent" or its "specified office" shall be deemed to include such other agent or office of the Agent (as the case may be) as may be appointed or specified from time to time hereunder.

3. Issue of Notes

3.1 Each Note issued hereunder shall be substantially in the relevant form scheduled hereto or, as the case may be, such other form as may be agreed between the Issuer and the Agent from time to time and shall be duly executed either manually or in facsimile on behalf of the Issuer and authenticated by an authorised signatory or signatories of the Agent. The Issuer shall procure that a sufficient quantity of executed but unauthenticated blank Notes is at all times available to the Agent for the purpose of issue under this Agreement.

3.2 The Issuer shall give to the Agent by fax or through any applicable Citibank software system details of any Notes to be issued by it under this Agreement and all such other information as the Agent may require for it to carry out its functions as contemplated by this clause, by not later than:

3.2.1 12 noon (London time) on the proposed issue date (in the case of Sterling Definitive Notes); or

3.2.2 in any other case, 3.00 p.m. (London time) two Business Days prior to the proposed issue date,

(or such later time or date as may be agreed between the Issuer and the Agent) in respect thereof and the Agent shall thereupon be authorised to complete Notes of the appropriate aggregate amount and/or (as the case may be) a Global Note by inserting in the appropriate place on the face of each Note inter alia the dates on which such Note shall be issued and shall mature and otherwise completing the same. For the purposes of this Clause 3.2, the Agent may, if it considers it appropriate in the circumstances, treat a telephone communication from a person who the Agent reasonably believes to be an Authorised Person (as defined below) as sufficient instructions and authority from the Issuer to act in accordance with the provisions of this Clause 3.2, and the Issuer shall confirm such communication in writing no later than the relevant time referred to above.

3.3 The Issuer will supply the Agent with an incumbency certificate listing the names of the persons authorised to sign on behalf of the Issuer together with specimens of their signatures (each an "Authorised Person" and together, the "Authorised Persons"). Until the Agent receives a subsequent incumbency certificate from the Issuer, the Agent shall be entitled to rely on the last such certificate delivered to it for purposes of determining the Issuer's Authorised Persons. The Agent shall not have any responsibility to the Issuer to determine by whom or by what means the facsimile signature may have been affixed on the Issuer's Notes, or to determine whether any facsimile or manual signature is genuine, if such facsimile or manual signature resembles the specimen signatures filed with the Agent by an Authorised Person. Any Note bearing the manual or facsimile signature of an Authorised Person and duly attested in a certificate of incumbency by the Issuer on the date such signature is affixed shall bind the Issuer after the completion thereof by the Agent, notwithstanding that such individual shall have died or shall have otherwise ceased to hold office on the date such Notes are countersigned or delivered by the Agent.

3.4 If any such Notes as are mentioned in Clause 3.2 are not to be issued on any issue date, the Issuer shall notify the Agent immediately by fax or telephone (followed by fax), and in any event no later than 3.00 p.m. (London time) one Business Day prior to the proposed issue date (in the case of a Note denominated in a currency other than Sterling). Upon receipt of such notice the Agent shall not thereafter issue or release the relevant Notes, but shall cancel and destroy them.

3.5 The Agent shall, upon notification by fax or through any applicable Citibank software system from the Dealer who has arranged to purchase Notes from the Issuer, such notification to be received in sufficient time to enable delivery to be made as contemplated herein and in any event no later than:

3.5.1 12 noon (London time) on the proposed issue date (in the case of Sterling Definitive Notes); or

3.5.2 in any other case, 3.00 p.m. (London time) two Business Days prior to the proposed issue date,

or such later time or date as may be agreed between the Agent and the relevant Dealer, that payment by it to the Issuer of the purchase price of any Note has been or will be duly made against delivery of such Notes and (if applicable) of details of the securities account hereinafter referred to:

(a) deliver such Note on the Business Day immediately preceding its issue date to or to the order of Euroclear and/or Clearstream, Luxembourg and/or such other recognised clearing system as may be agreed from time to time between the Issuer and the Agent, for credit on the issue date of such Note to such securities account as shall have been notified to it; or

(e) if no such details are given, or, in the case of Sterling Definitive Notes, make the same available on its issue date for collection at its specified office in London; or

(f) if such Note is a Global Note, deliver such Note on the business day immediately preceding its issue date to the Common Depositary.

3.6 The Agent shall (if applicable) give instructions to Euroclear and/or Clearstream, Luxembourg to credit the Notes to the Agent's distribution account. Each Note credited to the Agent's distribution account with Euroclear or Clearstream, Luxembourg following the delivery of the Notes in accordance with Clause 3.4 above shall be held to the order of the Issuer pending delivery to the relevant Dealer on a delivery against payment basis in accordance with the normal procedures of Euroclear or Clearstream, Luxembourg, as the case may be. The Agent shall on the issue date and against receipt of funds from the relevant Dealer transfer the proceeds of issue to the Issuer to the relevant account notified by the Issuer to the Agent in accordance with Clause 3.2 above.

3.7 If on the issue date the relevant Dealer does not pay the subscription price due from it in respect of any Note (the "Defaulted Note") and as a result the Defaulted Note remains in the Agent's distribution account with Euroclear or Clearstream, Luxembourg after the issue date (rather than being credited to the Dealer's Account against payment), the Agent will continue to hold the Defaulted Note to the order of the Issuer.

3.8 If the Agent pays an amount (the "Advance") to the Issuer on the basis that a payment (the "Payment") has been, or will be, received from the relevant Dealer and if the Payment has not been or is not received by the Agent on the date the Agent pays the Issuer, the Agent shall promptly inform the relevant Dealer and request that Dealer to make good the Payment, failing which the Issuer shall, upon being requested to do so, repay to the Agent the Advance and the Agent's cost of funding on the Advance until the earlier of repayment in full of the Advance and receipt in full by the Agent of the Payment, provided however that the Issuer shall not pay the Agent's cost of funding more than once on any Payment.

3.9 As soon as practicable after the date of issue of any Notes, the Agent shall deliver to the Issuer particulars of (a) the number and aggregate principal amount of the Notes completed, authenticated and delivered by it, or made available by it for collection, on such date, (b) the issue date and the maturity date of such Notes and (c) the series and serial numbers of all such Notes.

3.10 The Issuer hereby authorises and instructs the Agent to make all necessary notifications to and filings with the Bank of England and the Japanese Ministry of Finance (in respect of Yen Notes).

3.11 The Issuer hereby authorises and instructs the Agent to complete, authenticate and deliver on its behalf Definitive Notes in accordance with the terms of any Global Note presented to the Agent for exchange in whole (but not in part only).

3.12 The Issuer, upon its knowledge, will give at least 10 days prior written notice to the Agent of a change in the Maximum Amount of Notes which may be issued under the Dealer Agreement.

3.13 The Issuer will promptly notify the Agent of the appointment, resignation or termination of the appointment of any Dealer.

4. Payment

4.1 The Issuer undertakes in respect of each Note issued by the Issuer to pay, in the currency in which such Note is denominated, on the maturity date or any relevant interest payment date of each Note, an amount sufficient to pay the full amount payable on such date by way of principal, interest or otherwise in respect thereof:

4.1.1 in the case of Dollar Notes, by transfer of same day value Dollar funds to account number 10990765, FAO Euro Notes of the Agent at Citibank, N.A., 399 Park Avenue, New York, N.Y. 10043, U.S.A. or such other account of the Agent at such bank in New York City as the Agent may from time to time designate for the purpose;

4.1.2 in the case of Euro Notes, by transfer of same day value Euro funds to such account of the Agent as the Agent may from time to time designate for the purpose; and

4.1.3 in the case of Notes denominated in any other currency, by transfer of immediately available and freely transferable funds in such other currency to such account of the Agent at such bank in the principal financial centre for such other currency as the Agent may from time to time designate for the purpose.

4.2 The Issuer shall, prior to 12 noon (London time) on the second Business Day immediately preceding the maturity date or any relevant interest payment date of any Note (or such later time or date as may subsequently be agreed between the Issuer and the Agent), send to the Agent irrevocable confirmation that payment will be made and the details of the bank through which the Issuer is to make the payment due pursuant to this Clause.

4.3 The Issuer hereby authorises and directs the Agent from funds so paid to the Agent to make payment of all amounts due on the Notes as set forth herein and in the Notes.

4.4 If the Agent has not received on the maturity date or any relevant interest payment date of any Notes the full amount payable in respect thereof on such date and confirmation satisfactory to itself that such payment has been received, the Agent shall not be required to make payment of any amount due on any Note. Nevertheless, subject to the foregoing, if the Agent is satisfied that it will receive such full amount later, it shall be entitled to pay maturing Notes due in accordance with their terms.

4.5 If the Agent makes such payment on behalf of the Issuer under Clause 4.4, the Issuer shall be liable on demand by the Agent to pay to the Agent the amount so paid out, together with interest thereon at such a rate as the Agent may certify as the aggregate of 1% per annum and the Agent's cost of funding any such payment made by it (as determined by the Agent in its sole discretion).

4.6 If at any time a Agent makes a partial payment in respect of any Note presented to it, in accordance with the terms of such Note, it shall procure that a statement indicating the date and amount of such payment is written or stamped on the face of such Note.

4.7 The Agent shall not make payments of interest and principal in respect of the Notes by a transfer of funds into an account maintained by the payee in the United States or mailed to an address in the United States.

5. Cancellation, Destruction, Records and Custody

5.1 All Notes which mature and are paid in full shall be cancelled forthwith by the Agent. The Agent shall, unless the Issuer otherwise directs, destroy the cancelled Notes, and as soon as reasonably practicable after each maturity date, furnish the Issuer with particulars of the Global Notes and the aggregate principal amount of the Notes maturing on such maturity date which have been destroyed since the last certification so furnished and the series and serial numbers of all such Notes.

5.2 The Agent shall keep and make available at all reasonable times to the Issuer a full and complete record of all Notes and of their issue, payment, cancellation and destruction and, in the case of Global Notes, their exchange for Definitive Notes.

5.3 The Agent shall maintain in safe custody all forms of Notes delivered to and held by it hereunder and shall ensure that the same are only completed, authenticated and delivered or made available in accordance with the terms hereof.

5.4 The Issuer may from time to time with the approval, where appropriate, of the Agent make arrangements as to the replacement of Notes which shall have been lost, stolen, mutilated, defaced or destroyed, including (without limitation) arrangements as to evidence of title, costs, delivery and indemnity.

5.5 The Agent shall make available for inspection by the Dealers, Issuer or Noteholders during its office hours at its specified office copies of this Agreement and the Deed of Covenant.

6. Fees and Expenses

6.1 The Issuer undertakes to pay such fees and expenses in respect of the Agent's services under this Agreement as are set out in a letter of even date herewith from the Agent to the Issuer, which has been signed by both parties, at the time and in accordance with the manner stated therein.

6.2 The Issuer undertakes to pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) to which this Agreement or the issue of any Notes may be subject.

6.3 The Issuer undertakes to pay on demand all out-of-pocket expenses (including legal, advertising, telex and postage expenses) properly incurred by the Agent in connection with its services under this Agreement.

7. Indemnity

The Issuer undertakes to indemnify and hold harmless the Agent against any losses, liabilities, costs, expenses, claims, actions or demands which the Agent may incur or which may be made against the Agent, as a result of or in connection with the appointment or the proper exercise of the powers, discretions, authorities and duties of the Agent under this Agreement except such as may result from its own negligence or bad faith or that of its officers, employees or agents. The indemnities contained in this Agreement shall survive the termination or expiry of this Agreement.

8. no liability for consequential loss

Except in the case of gross negligence or wilful default, the Agent shall not be liable either for any act or omission under this Agreement, or if any Note shall be lost, stolen, destroyed or damaged. Notwithstanding the foregoing, under no circumstances will the Agent be liable to the Issuer for any consequential loss (being loss of business, goodwill, opportunity or profit) or any special or punitive damages of any kind whatsoever; in each case however caused or arising and whether or not foreseeable, even if advised of the possibility of such loss or damage.

9. Agents of the Issuer

9.1 In acting hereunder and in connection with the Notes, the Agent shall act solely as agent of the Issuer and will not thereby assume any obligations towards or relationship of agency or trust for any holders of Notes. Any funds held by the Agent for payments in respect of the Notes need not be segregated from other funds except as required by law. The Agent shall not be under any liability for interest on any moneys at any time received by it pursuant to any of the provisions of this Agreement or of the Notes.

9.2 The Agent may generally engage in any kind of banking or other business with the Issuer notwithstanding its appointments as issue agent and paying agent hereunder.

10. General

10.1 Prior to the first issue of the Notes, the Issuer shall supply to the Agent copies of all condition precedent documents required to be delivered pursuant to the Dealer Agreement.

10.2 The Agent shall be obliged to perform such duties and only such duties as are herein specifically set forth, and no implied duties or obligations shall be read into this Agreement against the Agent. The Agent shall not be under any obligation to take any action hereunder which it expects will result in any expense or liability of the Agent, the payment of which within a reasonable time is not, in its opinion, assured to it.

10.3 Except as ordered by a court of competent jurisdiction or as required by law, and notwithstanding any notice to the contrary, the Issuer and the Agent shall be entitled to treat the holder of any Note as the absolute owner thereof for all purposes and shall not be required to obtain any proof thereof or as to the identity of the bearer or holder.

10.4 The Agent may consult with legal and other professional advisers selected in good faith and satisfactory to it and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in good faith and without negligence and in accordance with the opinion of such advisers.

10.5 The Agent shall be protected and shall incur no liability for or in respect of any action taken or thing suffered by it in relation to any issue of Notes in reliance upon any Note, notice, direction, consent, certificate, affidavit, statement, telex or other paper or document reasonably believed by it in good faith to be genuine and to have been passed or signed by an Authorised Person (as defined in Clause 3.3).

10.6 The Agent shall be entitled to deal with each amount paid to it hereunder in the same manner as other amounts paid to it as a banker by its customers provided that:

(i) it shall not against the Issuer exercise any lien, right of set-off or similar claim in respect thereof;

(ii) it shall not be liable to any person for interest thereon; and

(iii) money held by it need not be segregated except as required by law.

11. Changes in Agent

11.1 The Agent may resign its appointment hereunder at any time by giving to the Issuer, and the Issuer may terminate the appointment of the Agent by giving to the Agent, at least 45 days' written notice to that effect, provided that no such resignation or termination of the appointment of the Agent shall take effect until a successor has been appointed by the Issuer.

11.2 The Issuer agrees with the Agent that if, by the day falling 10 days before the expiry of any notice under Clause 11.1, the Issuer has not appointed a replacement Agent, then the Agent shall be entitled, on behalf of the Issuer to appoint in its place any reputable financial institution of good standing and the Issuer shall not unreasonably object to such appointment.

12. Agent as Holders of Notes

The Agent and its officers and employees, in their individual or any other capacity, may become the owner of, or acquire any interest in, any Notes with the same rights that the Agent would have if it were not the Agent hereunder.

13. Notices

13.1 All notices and other communications hereunder shall, save as otherwise provided in this Agreement, be made in writing and in English (by letter, telex or fax) and shall be sent to the intended recipient at the address, telex or fax number and marked for the attention of the person (if any) from time to time designated by that party to the other parties hereto for such purpose. The initial address, telex and fax number so designated by each party are set out on the signature page of this Agreement.

13.2 Any communication from any party to any other under this Agreement shall be effective if sent by letter or fax, upon receipt by the addressee; and if sent by telex, upon receipt by the sender of the addressee's answerback at the end of transmission; provided that any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

14. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. Law and Jurisdiction

15.1 This Agreement and the Notes shall be governed by, and construed in accordance with, English law.

15.2 The Issuer agrees for the benefit of the Agent that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

15.3 The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.

15.4 The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to DENTSPLY Limited at Hamm Moor Lane, Addlestone, Weybridge, Surrey, KT15 2SE or at its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of the Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Agent shall be entitled to appoint such a person by written notice to the Issuer. Nothing in this sub-clause shall affect the right of the Agent to serve process in any other manner permitted by law.

15.5 The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Agent to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

16. Modification

This Agreement may be amended by further agreement among the parties hereto and without the consent of holders of the Notes.

17. Counterparts

This Agreement may be signed in any number of counterparts, all of which when taken together shall constitute a single agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

Forms of Note

D4

FORM OF GLOBAL NOTE

BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED SATES AND THE REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES AND THE REGULATIONS THEREUNDER).

DENTSPLY INTERNATIONAL INC.

No: _____ Series No.:
- ----------

Issued in London on: _____ Maturity Date: _____

Specified Currency: _____ Denomination:
- ----------

Nominal Amount: _____ Reference Rate: _____ month LIBOR/EURIBOR1
(words and figures if a Sterling Note)

Calculation Agent:2_____ Minimum Redemption: GBP500,000
(one hundred thousand pounds)

Fixed Interest Rate:3 _____%per annum Margin:4
- ----------%

Calculation Agent:5 _____ Interest Payment Dates:9 _____
(Interest)

1.

D4

For value received, DENTSPLY INTERNATIONAL INC. (the "Issuer") promises to pay to the bearer of this Global Note on the above-mentioned Maturity Date:

(a) the above-mentioned Nominal Amount; or

(b) if this Global Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this Global Note and/or is available for inspection at the offices of the Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issue and paying agency agreement dated 18 July 2002 between the Issuer, the issue agent and the paying agents referred to therein, a copy of which is available for inspection at the offices of Citibank, N.A. (the "Paying Agent") at 5 Carmelite Street, London EC4Y 0PA, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the office of the Paying Agent referred to above (other than in the United States or its possessions) by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer in the principal financial centre in the country of that currency (except in the case of a Global Note denominated in euro or U.S. dollars) or, in the case of a Global Note denominated in euro, by euro cheque drawn on, or by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union or, in the case of a Global Note denominated in U.S. dollars, by cheque drawn on a bank in the United States or by transfer to a U.S. dollar account maintained by the bearer outside the United States. Payments of interest and principal in respect of the Notes shall under no circumstances be made by a transfer of funds into an account maintained by the payee in the United States or mailed to an address in the United States. If the conclusions of the ECOFIN Council meeting of 26-27 November 2000 are implemented, the Issuer will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to any European Union Directive on the taxation of savings implementing such conclusions or any law implementing or complying with, or introduced to conform to, such Directive.

2. This Global Note is issued in representation of an issue of Notes in the above-mentioned aggregate Nominal Amount.

3. All payments in respect of this Global Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in any jurisdiction through, in or from which such payments are made or any political subdivision or taxing authority of or in any of the foregoing ("Taxes"). If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Note is presented for payment:

(a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Note; or

(b) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting on 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(c) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting this Global Note to another Paying Agent in a member state of the European Union; or

(d) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Note on the last day of such period of 15 days.

4. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking pari passu without any preference with all present and future unsecured and unsubordinated indebtedness of the Issuer.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Global Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

"Payment Business Day" means any day other than a Saturday or Sunday which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (B) either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the above-mentioned Specified Currency is euro, a day which is a TARGET Business Day; and

"TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

6. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).

7. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date):

(a) if the Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, societe anonyme, Luxembourg ("Clearstream Luxembourg") are closed for a continuous period of 14 days (other than by reason of public holidays); or

(b) if default is made in the payment of any amount payable in respect of this Global Note; or

(c) at the request of the bearer of this Global Note.

Upon or, in the case of (c) above, on the tenth London Banking Day (as defined below) following presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Issue Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive notes denominated in the above-mentioned Specified Currency in an aggregate nominal amount equal to the Nominal Amount of this Global Note.

8. If, upon any such default and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 18 July 2002, entered into by the Issuer).

9. If this is an interest bearing Global Note, then:

(a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and

(b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment.

10. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

(a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

(b) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is an "Interest Period" for the purposes of this paragraph.

11. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

(a) in the case of a Global Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days.

As used in this Global Note:

"LIBOR", in respect of any Interest Period, shall be equal to the rate defined as "LIBOR-BBA" in respect of the above-mentioned Specified Currency (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Global Note, (the "ISDA Definitions")) as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period or, if this Global Note is denominated in Sterling, on the first day thereof (a "LIBOR Interest Determination Date") as if the Reset Date (as defined in the ISDA Definitions) were the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) were the number of months specified on the face of this Global Note in the Reference Rate; and

"London Banking Day" shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

(b) in the case of a Global Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the above-mentioned Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note, "EURIBOR" shall be equal to EUR-EURIBOR-Telerate (as defined in the ISDA Definitions) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "EURIBOR Interest Determination Date");

(c) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "Amount of Interest") for the relevant Interest Period. "Rate of Interest" means (A) if the Reference Rate is EURIBOR, the rate which is determined in accordance with the provisions of paragraph 11(b), and (B) in any other case, the rate which is determined in accordance with the provisions of paragraph 11(a). The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling, by 365 and rounding the resulting figure to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;

(d) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;

(e) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an "Interest Period" for the purposes of this paragraph; and

(f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear and/or Clearstream, Luxembourg or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 7, will be published in a leading English language daily newspaper published in London (which is expected to be the Financial Times).

12. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Global Note as follows:

(a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;

(b) if this Global Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and

(c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, "Business Day" means:

(i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and

(ii) in the case of payments in euro, a TARGET Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

13. This Global Note shall not be validly issued unless manually authenticated by Citibank, N.A. as issue agent.

14. This Global Note is governed by, and shall be construed in accordance with, English law.

15. (a) English courts: The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising from or connected with this Global Note.

(b) Appropriate forum: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(c) Rights of the bearer to take proceedings outside England: Clause 15(a) (English courts) is for the benefit of the bearer only. As a result, nothing in this clause 15 prevents the bearer from taking proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions.

(d) Process agent: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to DENTSPLY at Hamm Moor Lane, Addlestone, Weybridge, Surrey KT15 2SE or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

AUTHENTICATED by CITIBANK, N.A. without recourse, warranty or liability and for authentication purposes only	Signed on behalf of: DENTSPLY INTERNATIONAL INC.
By:	By:
- ----------	
(Authorised Signatory)	(Authorised Signatory)

SCHEDULE
Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent

Pro-forma Redemption or Interest Calculation
(Index linked Global Note)

This is the Redemption or Interest Calculation relating to the attached index-linked Global Note:

Calculation Date: _____

Calculation Agent: _____

Minimum Redemption Amount (per Note): GBP500,000 (for Sterling Notes Only)

Redemption Amount: to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

- ----------
For DENTSPLY INTERNATIONAL INC.

Note: The Calculation Agent is required to notify the Principal Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

FORM OF MULTI-CURRENCY DEFINITIVE NOTE

Form of Multicurrency Definitive Note
(Interest Bearing/Discounted/Index-Linked)
(Non-Sterling) 6

BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED SATES AND THE REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES AND THE REGULATIONS THEREUNDER).

DENTSPLY INTERNATIONAL INC.

No:_____ Series No.:
- ----------

Issued in London on:_____ Maturity Date:
- ----------

Specified Currency:_____ Denomination:
- ----------

Nominal Amount:_____ Reference Rate:4 _____
months LIBOR/EURIBOR1

Calculation Agent:2 _____ Fixed Interest Rate:3
_____%per annum
(Principal)

Margin:4 _____% Calculation Agent:4
- ----------
(Interest)

Interest Payment Dates:5 _____

1.

D4

For value received, DENTSPLY INTERNATIONAL INC. (the "Issuer") promises to pay to the bearer of this Note on the above-mentioned Maturity Date:

(a) the above-mentioned Nominal Amount; or

(b) if this Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this Note and/or is available for inspection at the offices of the Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issue and paying agency agreement dated 18 July 2002 between the Issuer, the issue agent and the paying agents referred to therein, a copy of which is available for inspection at the offices of Citibank, N.A. (the "Paying Agent") at 5 Carmelite Street, London EC4Y 0PA, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note at the office of the Paying Agent referred to above (other than in the United States or its possessions) by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer in the principal financial centre in the country of that currency (except in the case of a Note denominated in euro or U.S. dollars) or, in the case of a Note denominated in euro, by euro cheque drawn on, or by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union or, in the case of a Global Note denominated in U.S. dollars, by cheque drawn on a bank in the United States or by transfer to a U.S. dollar account maintained by the bearer outside the United States. Payments of interest and principal in respect of the Notes shall under no circumstances be made by a transfer of funds into an account maintained by the payee in the United States or mailed to an address in the United States. If the conclusions of the ECOFIN Council meeting of 26-27 November 2000 are implemented, the Issuer will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to any European Union Directive on the taxation of savings implementing such conclusions or any law implementing or complying with, or introduced to conform to, such Directive.

2. All payments in respect of this Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in any jurisdiction through, in or from which such payments are made or any political subdivision or taxing authority of or in any of the foregoing ("Taxes"). If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Note is presented for payment:

(a) by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Note; or

(b) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting on 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(c) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a member state of the European Union; or

(d) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Note on the last day of such period of 15 days.

3. The payment obligation of the Issuer represented by this Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking pari passu without any preference with all present and future unsecured and unsubordinated indebtedness of the Issuer.

4. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used in this Note:

"Payment Business Day" means any day other than a Saturday or Sunday which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (B) either (i) if the above-mentioned Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the above-mentioned Specified Currency is euro, a day which is a TARGET Business Day; and

"TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

5. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).

6. If this is an interest bearing Note, then:

(a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and

(b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment.

7. If this is a fixed rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:

(a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

(b) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is an "Interest Period" for the purposes of this paragraph.

8. If this is a floating rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:

(a) in the case of a Note which specifies LIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Note:

"LIBOR", in respect of any Interest Period, shall be equal to the rate defined as "LIBOR-BBA" in respect of the above-mentioned Specified Currency (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Note, (the "ISDA Definitions")) as at 11.00 a.m. (London time) or as near thereto as practicable on the second London Banking Day before the first day of the relevant Interest Period (a "LIBOR Interest Determination Date"), as if the Reset Date (as defined in the ISDA Definitions) were the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) were the number of months specified on the face of this Note in relation to the Reference Rate; and

"London Banking Day" shall mean a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

(b) in the case of a Note which specifies EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the above-mentioned Margin (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Note, "EURIBOR" shall be equal to EUR-EURIBOR-Telerate (as defined in the ISDA Definitions) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "EURIBOR Interest Determination Date"), as if the Reset Date (as defined in the ISDA Definitions) were the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) were the number of months specified on the face of this Note in relation to the Reference Rate;

(c) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date or 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "Amount of Interest") for the relevant Interest Period. "Rate of Interest" means (A) if the Reference Rate is EURIBOR, the rate which is determined in accordance with the provisions of paragraph 8(b), and (B) in any other case, the rate which is determined in accordance with the provisions of paragraph 8(a). The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 and rounding the resulting figure to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;

(d) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;

(e) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an "Interest Period" for the purposes of this paragraph; and

(f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the bearer of this Note, or if that is not practicable, will be published in a leading English language daily newspaper published in London (which is expected to be the Financial Times).

9. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Note as follows:

(a) if this Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;

(b) if this Note is denominated in United States dollars or Canadian dollars, on or prior to the relevant payment date; and

(c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, "Business Day" means:

(i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London; and

(ii) in the case of payments in euro, a TARGET Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

10. This Note shall not be validly issued unless manually authenticated by Citibank N.A. as issue agent.

11. This Note is governed by, and shall be construed in accordance with, English law.

12. (a) English courts: The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising from or connected with this Global Note.

(b) Appropriate forum: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(c) Rights of the bearer to take proceedings outside England: Clause 12(a) (English courts) is for the benefit of the bearer only. As a result, nothing in this clause 12 prevents the bearer from taking proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions.

(d) Process agent: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Hamm Moor Lane, Addlestone, Weybridge, Surrey KT15 2SE or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

AUTHENTICATED by
CITIBANK, N.A.
without recourse, warranty or
liability and for
authentication purposes only

By:
(Authorised Signatory)

Signed on behalf of:
DENTSPLY INTERNATIONAL INC.

By:
(Authorised Signatory)

SCHEDULE
Payments of Interest

The following payments of interest in respect of this Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent

D4

Pro-forma Redemption or Interest Calculation
(Index linked Note)

This is the Redemption or Interest Calculation relating to the attached index-linked Note:

Calculation Date: _____

Calculation Agent: _____

Redemption Amount: to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

- ----------
For DENTSPLY INTERNATIONAL INC.

Note: The Calculation Agent is required to notify the Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

FORM OF STERLING DEFINITIVE NOTES

Form of Definitive Note
(for use where the Issuer accepts the
proceeds of issue in the United Kingdom)

BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED SATES AND THE REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES AND THE REGULATIONS THEREUNDER).

GBP500,000

DENTSPLY INTERNATIONAL INC.

No: _____ Series No.:
- ----------

Issued in London on: _____ Maturity Date: _____

Denomination: _____ Nominal Amount: _____
(words and figures)

Calculation Agent7: _____ Minimum Redemption Amount: GBP 500,000 _____
(Principal) (one hundred thousand pounds)

Fixed Interest Rate8: _____%per annum
Reference Rate: _____ month LIBOR9

Margin3: _____% Calculation Agent10: _____

Interest Payment Dates11: _____
(Interest)

1.

D4

For value received, DENTSPLY INTERNATIONAL INC. (the "Issuer") promises to pay to the bearer of this Note on the above-mentioned Maturity Date:

(a) the above-mentioned Nominal Amount; or

(b) if this Note is index-linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent named above, in accordance with the redemption or interest calculation, a copy of which is attached to this Note and/or is available for inspection at the offices of the Paying Agent referred to below,

together with interest thereon at the rate and at the times (if any) specified on the reverse of this Note.

All such payments shall be made in accordance with an issue and paying agency agreement dated 18 July 2002 between the Issuer, the issue agent and the paying agents referred to therein, a copy of which is available for inspection at the offices of Citibank, N.A. (the "Paying Agent") at 5 Carmelite Street, London EC4Y 0PA, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note at the office of the Paying Agent referred to above (other than in the United States or its possessions) by transfer to a sterling account maintained by the bearer in London. Payments of interest and principal in respect of the Notes shall under no circumenstances be made by a transfer of funds into an account maintained by the payee in the United States of mailed to an address in the United States. If the conclusions of the ECOFIN Council meeting of 26-27 November 2000 are implemented, the Issuer will ensure that it maintains a Paying Agent in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to any European Union Directive on the taxation of savings implementing such conclusions or any law implementing or complying with, or introduced to conform to, such Directive.

2. All payments in respect of this Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in any jurisdiction through, in or from which such payments are made or any political subdivision or taxing authority of or in any of the foregoing ("Taxes"). If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Note is presented for payment:

(a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Note; or

(b) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting on 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(c) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a member state of the European Union, or

(d) more than 15 days after the Maturity Date or the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this note on the last day of each 15 day period.

3. The payment obligation of the Issuer represented by this Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking pari passu without any preference with all present and future unsecured and unsubordinated indebtedness of the Issuer.

4. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Note shall not be entitled to any interest or other sums in respect of such postponed payment. As used in this Note, "Payment Business Day" means any day other than a Saturday or Sunday which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business in London.

5. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).

6. This Note shall not be validly issued unless manually authenticated by Citibank N.A., as issue agent.

7. This Note is governed by, and shall be construed in accordance with, English law.

8. (a) English courts: The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising from or connected with this Note.

(b) Appropriate forum: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(c) Rights of the bearer to take proceedings outside England: Clause 8(a) (English courts) is for the benefit of the bearer only. As a result, nothing in this clause 8 prevents the bearer from taking proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions.

(d) Process agent: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to DENTSPLY Limited at Hamm Moor Lane, Addlestone, Weybridge, Surrey, KT15 2SE or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the bearer addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. Nothing in this paragraph shall affect the right of the bearer to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

AUTHENTICATED by CITIBANK, N.A. without recourse, warranty or liability and for authentication purposes only	Signed on behalf of: DENTSPLY INTERNATIONAL INC.
By: - ---------- (Authorised Signatory)	By: - ---------- (Authorised Signatory)

By:
- ----------
(Authorised Signatory)

[On the Reverse]

(C) If this is an interest bearing Note, then:

(a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in part (a) or (b) (as the case may be) of paragraph 1 shall be payable on such fifteenth day; and

(b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment.

(D) If this is a fixed rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:

(a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest penny (with halves being rounded upwards); and

(b) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is an "Interest Period" for the purposes of this paragraph (B).

(E) If this is a floating rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:

(a) the Rate of Interest will be the aggregate of LIBOR and the above-mentioned Margin (if any) above or below LIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days. As used in this Note, "LIBOR", in respect of any Interest Period, shall be equal to the rate defined as "LIBOR-BBA" in respect of Sterling (as defined in the 2000 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Note) as at 11.00 a.m. (London time) or as near thereto as practicable on the first day of the relevant Interest Period as if the Reset Date (as defined in the ISDA Definitions) were the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) were the number of months specified on the face of this Note in the Reference Rate;

(b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on the first day of the relevant Interest Period, determine the Rate of Interest and calculate the amount of interest payable (the "Amount of Interest") for the relevant Interest Period. "Rate of Interest" means the rate which is determined in accordance with the provisions of sub-paragraph (a) above. The Amount of Interest shall be calculated by applying the Rate of Interest to the Nominal Amount of one Note of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 365 and rounding the resulting figure to the nearest penny. The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error) be final and binding upon all parties;

(c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall be conclusive and binding as between the Issuer and the bearer hereof;

(d) the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an "Interest Period" for the purposes of this paragraph (C).

SCHEDULE
Payments of Interest

The following payments of interest in respect of this Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent

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Pro-forma Redemption or Interest Calculation
(Index linked Note)

This is the Redemption or Interest Calculation relating to the attached index-linked Note:

Calculation Date: _____

Calculation Agent: _____

Redemption Amount: to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

- ----------
For DENTSPLY INTERNATIONAL INC.

Note: The Calculation Agent is required to notify the Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

SIGNATURE PAGES

The Issuer

DENTSPLY INTERNATIONAL INC.

By: .....

Address: 570 West College Avenue
PO Box 872
York, Pennsylvania 17405-0872

Telephone: + (717) 849 4262

Facsimile: + (717) 849 4486

Attention: Treasurer

The Agent

CITIBANK, N.A.

By: .....

Address: 5 Carmelite Street
London EC4Y 0PA

Telephone: +44 20 7508 3826

Facsimile: +44 20 7508 3884

Attention: Agency and Trust

- ---

1 Delete as appropriate. The reference rate will be LIBOR unless this Global Note is denominated in euro and the Issuer and the relevant Dealer agree that the reference rate should be EURIBOR.
2 Complete for index-linked Notes only.
3 Complete for fixed rate interest bearing Notes only.
4 Complete for floating rate interest bearing Notes only.
5 Complete for floating rate interest bearing Notes only.
9 Complete for interest bearing Notes.
1 Delete as appropriate. The reference rate will be LIBOR unless this Note is denominated in euro and the Issuer and the relevant Dealer agree that the reference rate should be EURIBOR.
2 Complete for index-linked Notes only.
3 Complete for fixed rate interest bearing Notes only.
4 Complete for floating rate interest bearing Notes only.
5 Complete for interest bearing Notes.
7 Complete for index-linked Notes only.
8 Complete for fixed rate interest bearing Notes only.
9 Complete for floating rate interest bearing Notes only.
10 Complete for floating rate interest bearing Notes only.
11 Complete for interest bearing Notes.

18 July 2002

DENTSPLY INTERNATIONAL INC.

as Issuer

CITIBANK INTERNATIONAL plc

as Arranger

- and -

CITIBANK INTERNATIONAL plc

CREDIT SUISSE FIRST BOSTON (EUROPE) LIMITED

as Dealers

DEALER AGREEMENT
relating to a U.S.$250,000,000
EURO-COMMERCIAL PAPER PROGRAMME

D5

CONTENTS

D5

THIS AGREEMENT is made on 18 July 2002

BETWEEN

(1)...DENTSPLY INTERNATIONAL INC. (the "Issuer");

(2) CITIBANK INTERNATIONAL plc (the "Arranger"); and

(3) CITIBANK INTERNATIONAL plc and CREDIT SUISSE FIRST BOSTON (EUROPE) LIMITED as Dealers.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions
In this Agreement:

"Agency Agreement" means the issue and paying agency agreement, dated the date hereof, between the Issuer, the Issue Agent and the Paying Agents, providing for the issue of and payment on the Notes, as such agreement may be amended or supplemented from time to time;

"Agreements" means this Agreement (as amended or supplemented from time to time), any agreement reached pursuant to Clause 2.1, the Deed of Covenant and the Agency Agreement;

"Dealer(s)" means the institution or institutions specified as a Dealer in the Programme Summary together with any additional institution or institutions appointed pursuant to Clause 6.2 but excluding any institution or institutions whose appointment has been terminated pursuant to Clause 6.1;

"Deed of Covenant" means the deed of covenant, dated the date hereof, executed by the Issuer in respect of Global Notes issued pursuant to the Agency Agreement, as such deed may be amended or supplemented from time to time;

"Definitive Note" means a security printed Note in definitive form;

"Disclosure Documents" means, at any particular date, (a) the Information Memorandum, (b) the most recently published audited consolidated financial statements of the Issuer filed with the Securities and Exchange Commission and any subsequent interim financial statements filed with the Securities and Exchange Commission, and (c) any other document delivered by the Issuer to the Dealer(s) which the Issuer has expressly authorised to be distributed;

"Dollars" and "U.S.$" denote the lawful currency of the United States of America; and "Dollar Note" means a Note denominated in Dollars;

"Dollar Equivalent" means, on any day:

(a) in relation to any Dollar Note, the nominal amount of such Note; and

(b) in relation to any Note denominated or to be denominated in any other currency, the amount in Dollars which would be required to purchase the nominal amount of such Note as expressed in such other currency at the spot rate of exchange for the purchase of such other currency with Dollars quoted by the Issue Agent at or about 11.00 a.m. (London time) on such day;

"Euro" and "EUR" denote the single currency of those member states of the European Union participating in European Monetary Union from time to time; and "Euro Note" means a Note denominated in Euro;

"FSMA" means the Financial Services and Markets Act 2000;

"Global Note" means a Note in global form, representing an issue of promissory notes of a like maturity which may be issued by the Issuer from time to time pursuant to the Agency Agreement;

"Index Linked Note" means a Note, the redemption or coupon amount of which is not fixed at the time of issue, but which is to be calculated in accordance with such formula or other arrangement as is agreed between the Issuer and the relevant Dealer at the time of reaching agreement under Clause 2.1;

"Information Memorandum" means the most recent information memorandum, as the same may be amended or supplemented from time to time, containing information about the Issuer and the Programme, the text of which has been prepared by or on behalf of the Issuer for use by the Dealer(s) in connection with the transactions contemplated by this Agreement;

"Issue Agent" means Citibank International plc and any successor issue agent appointed in accordance with the Agency Agreement;

"Japanese Yen" and "Y" denote the lawful currency of Japan; and "Yen Note" means a Note denominated in Japanese Yen;

"Note" means a commercial paper note of the Issuer purchased or to be purchased by a Dealer under this Agreement, in bearer global or definitive form, substantially in the relevant form scheduled to the Agency Agreement or such other form(s) as may be agreed from time to time between the Issuer and the Issue Agent and, unless the context otherwise requires, includes the commercial paper notes represented by the Global Notes;

"Principal Paying Agent" means Citibank International plc and any successor principal paying agent appointed in accordance with the Agency Agreement;

"Programme" means the Euro-commercial paper programme established by this Agreement;

"Programme Summary" means the summary of the particulars of the Programme as set out in Schedule 3, as such summary may be amended or superseded from time to time;

"relevant jurisdiction" means any one or more of the United Kingdom, the jurisdiction of incorporation of the Issuer and any jurisdiction from or through which any payment under or in respect of any Note or any Agreement may be made;

"Securities Act" means the United States Securities Act of 1933;

"Sterling" and "GBP" denote the lawful currency of the United Kingdom; and "Sterling Note" means a Note denominated in Sterling;

"Subsidiary" means, in respect of any person (the "first person") at any particular time, any other person (the "second person"):

(a) Control: whose affairs and policies the first person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise; or

(b) Consolidation: whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person; and

"Swiss francs" and "CHF" denote the lawful currency of Switzerland; and "Swiss franc Note" means a Note denominated in Swiss francs.

1.2 Programme Summary

Terms not expressly defined herein shall have the meanings set out in the Programme Summary.

1.3 Legislation

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

1.4 Clauses and Schedules

Any reference in this Agreement to a Clause, sub-clause or a Schedule is, unless otherwise stated, to a clause or sub-clause hereof or a schedule hereto.

1.5 Headings

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

2. Issue

2.1 Basis of agreements to issue; uncommitted facility

Subject to the terms hereof, the Issuer may issue and sell Notes to the Dealer(s) from time to time at such prices and upon such terms as the Issuer and the relevant Dealer may agree, provided that the Issuer has, and shall have, no obligation to sell Notes to the Dealer(s), except as agreed, and each Dealer has, and shall have, no obligation to purchase Notes from the Issuer, except as agreed. The Issuer acknowledges that the Dealer(s) may resell Notes purchased by such Dealer(s). The tenor of each Note shall not be less than the Minimum Term nor greater than the Maximum Term specified in the Programme Summary, calculated from the date of issue of such Note to the maturity date thereof. Definitive Notes shall be issued in the Denomination(s) specified in the Programme Summary. Each issue of Notes having the same issue date, maturity date, currency of denomination, yield and redemption basis will be represented by a Global Note or by Definitive Notes having the aggregate nominal amount of such issue as may be agreed between the Issuer and the relevant Dealer.

2.2 Procedures

If the Issuer and any Dealer shall agree on the terms of the purchase of any Note by such Dealer (including agreement with respect to the issue date, maturity date, currency, denomination, yield, redemption basis, aggregate nominal amount and purchase price), then:

2.2.1 Instruction to Issue Agent: the Issuer shall instruct the Issue Agent to issue such Note and deliver it in accordance with the terms of the Agency Agreement;

2.2.2 Payment of purchase price: the relevant Dealer shall pay or arrange for payment of the purchase price of such Note on the date of issue:

(a) Dollar Note: in the case of a Dollar Note, by transfer of funds settled through the New York Clearing House Interbank Payments System (or such other same-day value funds as at the time shall be customary for the settlement in New York City of international banking transactions denominated in Dollars) to such account of the Issue Agent in New York City denominated in Dollars as the Issue Agent shall have specified for this purpose; or

(b) Euro Note: in the case of a Euro Note, by transfer of funds settled through the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System to such account of the Issue Agent outside the United Kingdom denominated in Euro as the Issue Agent shall have specified for this purpose; or

(c) Other Notes: in all other cases, by transfer of freely transferable and immediately available funds in the relevant currency to such account of the Issue Agent at such bank in the principal domestic financial centre for such currency as the Issue Agent shall have specified for this purpose; and

2.2.3 Delivery Instructions: the relevant Dealer shall notify the Issue Agent and the Issuer of the payment and delivery instructions applicable to such Note or Notes by fax or through any applicable Citibank software system, such notification to be received in sufficient time and in any event no later than (i) 12.30 p.m. (London time) on the proposed issue date (in the case of Sterling Definitive Notes); or (ii) in any other case, 3.00 p.m. (London time) two Business Days prior to the proposed issue date (or such later time or date as may be agreed between the Issue Agent and the relevant Dealer) to enable the Issue Agent to deliver such Note or Notes as contemplated in the Agency Agreement (or, in the case of Sterling Definitive Notes, make the same available for collection) on its issue date.

2.3 Failure of agreed issuance

If for any reason (including, without limitation, the failure of the relevant trade) a Note agreed to be purchased pursuant to Clause 2.1 is not to be issued, each of the Issuer and the relevant Dealer shall immediately notify the Issue Agent thereof.

2.4 Issuance currencies

The parties acknowledge that Notes issued under the Programme may be denominated in Dollars or, subject as provided below, in any other currency. Any agreement reached pursuant to Clause 2.1 to sell and purchase a Note denominated in a currency other than Dollars shall be conditional upon:

2.4.1 Compliance: it being lawful and in compliance with all requirements of any relevant central bank and any other relevant fiscal, monetary, regulatory or other authority, for deposits to be made in such currency and for such Note to be issued, offered for sale, sold and delivered;

2.4.2 Convertibility: such other currency being freely transferable and freely convertible into Dollars; and

2.4.3 Amendments: any appropriate amendments which the relevant Dealer, the Issuer or the Issue Agent shall require having been made to this Agreement and/or the Agency Agreement.

2.5 Increase of Maximum Amount

The Issuer may increase the Maximum Amount by giving at least ten days' notice by letter, substantially in the form set out in Schedule 4, to each of the Dealer(s), the Issue Agent and the Paying Agents. Such increase will not take effect until the Dealer(s) have received from the Issuer the documents listed in such letter of Schedule 1 (if required by the Dealer(s)), in each case in form and substance acceptable to each Dealer.

2.6 Calculation Agent

If Index Linked Notes are to be issued, the Issuer will appoint either the relevant Dealer or the Principal Paying Agent (subject to the consent of the relevant Dealer or the Principal Paying Agent thereto) or some other person (subject to the consent of the relevant Dealer and the Principal Paying Agent to such person's appointment) to be the calculation agent in respect of such Index Linked Notes and the following provisions shall apply:

2.6.1 Dealer: if a Dealer is to be the calculation agent, its appointment as such shall be on the terms of the form of agreement set out in Schedule 6, and each Dealer will be deemed to have entered into an agreement in such form for a particular calculation if it is named as calculation agent in the redemption calculation attached to or endorsed on the relevant Note;

2.6.2 Principal Paying Agent: if the Principal Paying Agent is to be the calculation agent, its appointment as such shall be on the terms set out in the Agency Agreement;

2.6.3 Other Calculation Agent: if the person nominated by a Dealer or by the Principal Paying Agent as calculation agent is not a Dealer, that person shall execute (if it has not already done so) an agreement substantially in the form of the agreement set out in Schedule 6 and the appointment of that person shall be on the terms of that agreement.

3. Representations and Warranties

3.1 Representations and warranties

The Issuer represents and warrants to each Dealer at the date of this Agreement, each date upon which the Maximum Amount is increased, each date upon which an agreement for the sale of Notes is made and each date upon which Notes are, or are to be, issued that:

3.1.1 Authorisation; valid, binding and enforceable: each of:

(a) the establishment of the Programme and the execution, delivery and performance by the Issuer of the Agreements and the Notes;

(b) the entering into and performance by the Issuer of any agreement for the sale of Notes reached pursuant to Clause 2.1; and

(c) the issue and sale of the Notes by the Issuer under the Agreements,

has been duly authorised by all necessary action and the same constitute, or, in the case of Notes, will, when issued in accordance with the Agency Agreement, constitute, valid and binding obligations of the Issuer enforceable against it in accordance with their respective terms;

3.1.2 Status: the obligations of the Issuer under each of the Agreements and the Notes will rank (other than in the case of obligations preferred by mandatory provisions of law) at least pari passu with all other present and future unsecured indebtedness of the Issuer or guaranteed by the Issuer;

3.1.3 Incorporation, capacity: the Issuer is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and:

(a) the establishment of the Programme, the execution, delivery and performance by the Issuer of the Agreements and the Notes;

(b) the entering into and performance by the Issuer of any agreement for the sale of Notes reached pursuant to Clause 2.1; and

(c) the issue and sale of the Notes by the Issuer under the Agreements,

will not infringe any of the provisions of the Issuer's constituting documents and will not contravene any law, regulation, order or judgement to which the Issuer or any of its assets is subject nor result in the breach of any term of, or cause a default under, any instrument to which the Issuer is a party or by which it or any of its assets may be bound;

3.1.4 Approvals: all consents, authorisations, licences or approvals of and registrations and filings with any governmental or regulatory authority required in connection with the issue by the Issuer of Notes under the Agreements and the performance of the Issuer's obligations under the Agreements and the Notes have been obtained and are in full force and effect, and copies thereof have been supplied to the Dealer(s);

3.1.5 Disclosure: in the context of this Agreement and the transactions contemplated hereby, the information contained or incorporated by reference in the Disclosure Documents is true and accurate and not misleading, in any material respect and there are no other facts the omission of which makes the Disclosure Documents as a whole or any such information contained or incorporated by reference therein misleading in any material respect;

3.1.6 Financial Statements: the audited financial statements and any interim financial statements (audited or unaudited) filed with the Securities and Exchange Commission published subsequently thereto and incorporated by reference in the Information Memorandum as of the respective dates of such statements and for the periods they cover or to which they relate and have been prepared in accordance with the relevant laws of the United States of America and with generally accepted accounting principles in the United States of America applied on a consistent basis throughout the periods involved (unless and to the extent otherwise stated therein);

3.1.7 No material adverse change, No litigation: since the date of the most recent audited financial statements supplied to the Dealer(s) and, in relation to any date on which this warranty falls to be made after the date hereof, save as otherwise disclosed by any Disclosure Document subsequently delivered by the Issuer to the Dealer(s):

(a) there has been no adverse change in the business or financial condition of the Issuer or its Subsidiaries, holding companies or affiliates; and

(b) there is no litigation, arbitration or governmental proceeding pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or its subsidiaries, holding companies or affiliates,

which in any case could reasonably be expected to be material to the issue on a consolidated basis;

3.1.8 No default: the Issuer is not in default in respect of any indebtedness for borrowed money;

3.1.9 No ratings downgrade: there has been no downgrading, nor any notice to the Issuer of any intended downgrading, in the rating accorded to the Issuer or any security of the Issuer by Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc. or Moody's Investors Service, Inc.;

3.1.10 Taxation: the Issuer is not required by any law or regulation nor any relevant taxing authority in any relevant jurisdiction to make any deduction or withholding from any payment due under the Notes, the Agency Agreement or the Deed of Covenant for or on account of any income, registration, transfer or turnover taxes, customs or other duties or taxes of any kind;

3.1.11 Maximum Amount not exceeded: the outstanding principal amount of all Notes on the date of issue of any Note does not and will not exceed the Maximum Amount set out in the Programme Summary (as increased from time to time pursuant to Clause 2.5) and for this purpose the nominal amount of any Note denominated in any currency other than Dollars shall be taken as the Dollar Equivalent of such nominal amount as at the date of the agreement for the issue of such Note; and

3.1.12 Investment Company: the Issuer is not an investment company as defined in the United States Investment Company Act of 1940.

3.2 Notice of inaccuracy

If, prior to the time a Note is issued and delivered to or for the account of the relevant Dealer, an event occurs which would render any of the representations and warranties set out in Clause 3.1 immediately, or with the lapse of time, untrue or incorrect, the Issuer will inform the relevant Dealer in writing as soon as practicable of the occurrence of such event. In either case, the relevant Dealer shall inform the Issuer in writing without any undue delay whether it wishes to continue or discontinue the issuance and delivery of the respective Notes.

4. Covenants and Agreements

4.1 Issuer

The Issuer covenants and agrees that:

4.1.1 Delivery of published information: whenever the Issuer shall file any information with the Securities and Exchange Commission, the Issuer shall notify the Dealer(s) shall make a reasonable number of copies of such information available to the Dealer(s) upon request to permit distribution to investors and prospective investors and shall take such action as may be necessary to ensure that the representation and warranty contained in sub-clause 3.1.5 is true and accurate on the dates contemplated by such sub-clause;

4.1.2 Indemnity: the Issuer shall indemnify and hold harmless on demand each Dealer against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur arising out of or based upon:

(a) the Issuer's failure to make due payment under the Notes; or

(b) Notes not being issued for any reason (other than as a result of the failure of any Dealer to pay or an exception provided for in this Agreement) after an agreement for the sale of such Notes has been made; or

(c) any breach or alleged breach of the representations, warranties, covenants or agreements made by the Issuer in this Agreement or any untrue statement or alleged untrue statement of any material fact contained in the Disclosure Documents or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4.1.3 Expenses, stamp duties, amendments: the Issuer will:

(a) Arranger's expenses: pay, or reimburse the Arranger for, all reasonable out-of-pocket costs and expenses (including United Kingdom value added tax and any other taxes or duties thereon and fees and disbursements of counsel to the Arranger) incurred by the Arranger in connection with the preparation, negotiation, printing, execution and delivery of this Agreement and all documents contemplated by this Agreement;

(b) Dealers' expenses: pay, or reimburse each Dealer for, all reasonable out-of-pocket costs and expenses (including United Kingdom value added tax and any other taxes or duties thereon and fees and disbursements of counsel to such Dealer) incurred by such Dealer in connection with the enforcement or protection of its rights under this Agreement and all documents contemplated by this Agreement;

(c) Stamp duties: pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the creation and issue of the Notes and the execution, delivery and performance of the Agreements and the Issuer shall indemnify each Dealer against any claim, demand, action, liability, damages, cost, loss or reasonable expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result or arising out of or in relation to any failure to pay or delay in paying any of the same;

(d) Amendments: notify each Dealer of any change in the identity of or the offices of the Issue Agent and/or any Paying Agent and any material change or amendment to or termination of the Agency Agreement or the Deed of Covenant not later than ten days prior to the making of any such change or amendment or such termination; and it will not permit to become effective any such change, amendment or termination which could reasonably be expected to affect adversely the interests of any Dealer or the holder of any Notes then outstanding;

4.1.4 No deposit-taking: in respect of any Tranche of Notes which must be redeemed before the first anniversary of the date of its issue, the Issuer will issue such Notes only if the following conditions apply (or the Notes can otherwise be issued without contravention of section 19 of the FSMA):

(a) Selling restrictions: each relevant Dealer represents, warrants and agrees in the terms set out in sub-clause 3.2 of Schedule 2; and

(b) Minimum denomination: the redemption value of each such Note is not less than GBP100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and no part of any Note may be transferred unless the redemption value of that part is not less than GBP100,000 (or such an equivalent amount);

(c) Minimum denomination in U.S.$: the redemption value of each Note is not less than U.S.$500,000 in accordance with U.S. tax laws; and

4.1.5 The Issuer shall not do anything which is inconsistent with Schedule 2 of this Agreement.

4.2 Compliance

The Issuer shall take such steps (in conjunction with the Dealer(s), where appropriate) to ensure that any laws and regulations or requirements of any governmental agency, authority or institution which may from time to time be applicable to any Note shall be fully observed and complied with and in particular (but without limitation) neither the Issuer, nor any of its affiliates nor any person acting on its or its affiliates behalf have engaged or will engage in any directed selling efforts with respect to the Notes and it and its affiliates have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this Clause have the meanings given to them by Regulation S under the Securities Act.

4.3 Selling restrictions

Each Dealer represents, covenants and agrees that it has complied with and will comply with the selling restrictions set out in Schedule 2 and this Agreement. Subject to compliance with those restrictions, each Dealer is hereby authorised by the Issuer to circulate the Disclosure Documents to purchasers or potential purchasers of the Notes.

4.4 Dealers' obligations several

The obligations of each Dealer contained in this Agreement are several.

4.5 Status of Arranger

Each of the Dealers agrees that the Arranger has only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Programme and has no responsibility to it for (a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Information Memorandum, this Agreement or any information provided in connection with the Programme or (b) the nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Programme or any issue of Notes thereunder.

5. Conditions Precedent

5.1 Conditions precedent to first issue

The Issuer agrees to deliver to each Dealer, prior to the first issue of Notes to that Dealer, each of the documents set out in Schedule 1 in form, substance and number satisfactory to the relevant Dealer.

5.2 Conditions precedent to each issue

In relation to each issue of Notes, it shall be a condition precedent to the purchase thereof by any Dealer that (a) the representations and warranties in Clause 3.1 shall be true and correct on each date upon which an agreement for the sale of Notes is made hereunder and on the date on which such Notes are issued and that (b) there is no other material breach of the Issuer's obligations under any of the Agreements or the Notes.

5.3 Sterling Definitive Notes

In relation to an issue of Sterling Definitive Notes, it shall be a condition precedent to the purchase thereof by any Dealer that the Issuer supplies to each Dealer, not less than five days prior to the first issue of such Notes to that Dealer confirmation from the Issue Agent that the relevant agreed forms of Definitive Note have been security printed and the same delivered to the Issue Agent.

6. Termination and Appointment

6.1 Termination

The Issuer may terminate the appointment of any Dealer, and any Dealer may resign, on not less than ten days' written notice to the relevant Dealer or the Issuer, as the case may be. The Issuer shall promptly inform the other Dealer(s), the Issue Agent and the Paying Agents of any such termination or resignation. The rights and obligations of each party hereto shall not terminate in respect of any rights or obligations accrued or incurred before the date on which such termination takes effect and the provisions of sub-clause 4.1.2 and 4.1.3 shall survive termination of this Agreement and delivery against payment for any of the Notes.

6.2 Additional Dealers

Nothing in this Agreement shall prevent the Issuer from appointing one or more additional Dealers upon the terms of this Agreement provided that any additional Dealer shall have first confirmed acceptance of its appointment upon such terms in writing to the Issuer in substantially the form of the letter set out in Schedule 5, whereupon it shall become a party to this Agreement vested with all the authority, rights, powers, duties and obligations as if originally named as a Dealer hereunder. The Issuer shall promptly inform the other Dealer(s), the Issue Agent and the Paying Agents of any such appointment. The Issuer hereby agrees to supply to such additional Dealer, upon such appointment, such legal opinions as are specified in paragraph 6 of Schedule 1, if requested, or reliance letters in respect thereof.

7. Notices

7.1 Addressee for notices

All notices and other communications hereunder shall, save as otherwise provided in this Agreement, be made in writing and in English (by letter or fax) and shall be sent to the intended recipient at the address or fax number and marked for the attention of the person (if any) from time to time designated by that party to the other parties hereto for such purpose. The initial address and fax number so designated by each party are set out in the Programme Summary.

7.2 Effectiveness

Any communication from any party to any other under this Agreement shall be effective upon receipt by the addressee, provided that any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

8. Assignment

If, at any time, any Dealer shall transfer all or substantially all of its ECP business to any affiliate then, on the date such transfer becomes effective, such affiliate shall become the successor to the relevant Dealer under this Agreement without the execution or filing of any paper or any further act on the part of the parties hereto so that the Issuer and such affiliate shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form (the relevant changes having been made) of this Agreement. After the said effective date all references in this Agreement to the relevant Dealer shall be deemed to be references to such affiliate. The relevant Dealer shall, as soon as reasonably practicable, give notice of any such transfer to the Issuer. In this Clause 8, "affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity under common control with such person. For this purpose "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

9. third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10. Law and Jurisdiction

10.1 Governing law

This Agreement and all matters arising from or connected with it are governed by, and shall be construed in accordance with, English law.

10.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute"), arising from or connected with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) or the consequences of its nullity.

10.3 Appropriate forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

10.4 Rights of the Dealers to take proceedings outside England

Clause 10.2 (English courts) is for the benefit of the Dealers only. As a result, nothing in this Clause 10 (Law and jurisdiction) prevents the Dealers from taking proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction. To the extent allowed by law, the Dealers may take concurrent Proceedings in any number of jurisdictions.

10.5 Process agent

The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to DENTSPLY Limited at Hamm Moor Lane, Addleston, Weybridge, Surrey, KT15 2SE or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Dealer addressed and delivered to the Issuer appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Dealer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer. Nothing in this paragraph shall affect the right of any Dealer to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

11. COunterparts

This Agreement may be signed in any number of counterparts, all of which when taken together shall constitute a single agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

Condition Precedent Documents

1. Certified copies of the Issuer's constituting documents.

2. Certified copies of all documents evidencing the internal authorisations and approvals required to be granted by the Issuer in connection with the Programme.

3. Certified copies of any governmental or other consents and any filings required in connection with the Programme;

4. Certified or conformed copies of:

(a) the Dealer Agreement, as executed;

(b) the Agency Agreement, as executed; and

(c) the Deed of Covenant, as executed.

5. A copy of confirmation that the Deed of Covenant has been delivered to the Issue Agent.

6. Legal opinions from:

(a) legal adviser(s) acceptable to the Dealer(s) qualified in the law of the jurisdiction of incorporation of the Issuer; and

(b) Clifford Chance as to the laws of England.

7. The Information Memorandum.

8. A list of the names, titles and specimen signatures of the persons authorised:

(a) to sign on behalf of the Issuer this Agreement, the Deed of Covenant, the Agency Agreement and the Notes;

(b) to sign on behalf of the Issuer all notices and other documents to be delivered in connection therewith; and

(c) to take any other action on behalf of the Issuer in relation to the Programme.

9. Confirmation from the Issuer or the Issue Agent that the relevant forms of Global Note have been prepared and the same delivered to the Issue Agent.

10. Confirmation that Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc. and Moody's Investors Service, Inc. respectively have granted ratings for the Programme.

Selling Restrictions

1. General

By its purchase and acceptance of Notes issued under this Agreement, each Dealer represents, warrants and agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes; and that it will not directly or indirectly offer, sell, resell, reoffer or deliver Notes or distribute any Disclosure Document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2. The United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer represents and agrees that it has offered and sold, and will offer and sell, Notes only outside the United States to non-U.S. persons in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer represents and agrees that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer also agrees that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it a confirmation or notice to substantially the following effect:

> "The securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Securities Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act."

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition:

(a) each Dealer represents and agrees that at any time (i) it has not offered or sold, and will not offer or sell, Notes to a person who is within the United States or its possessions, or to a United States person, and (ii) it has not delivered and will not deliver selling materials or Notes within the United States or its possessions, except to the extent such offer, sale or delivery would be permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (the "D Rules");

(b) each Dealer represents and agrees that at any time it has and will continue to have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that at any time such Notes may not be offered or sold to a person who is within the United States or its possessions or to a United States person, except to the extent such offer or delivery would be permitted under the D Rules;

(c) each Dealer that is a United States person represents and agrees that at any time it is acquiring the Notes for purposes of resale outside of the United States in connection with their original issuance and if it retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(6);

(d) each Dealer represents and agrees that, in connection with the sale of the Notes it will not deliver the Notes in definitive form within the United States or its possessions at any time; and

(e) with respect to each affiliate that acquires Notes from a Dealer for the purposes of offering or selling such Notes, such Dealer repeats and confirms the representation and agreements contained in paragraphs (a), (b), (c) and (d) on such affiliate's behalf.

3. The United Kingdom

In relation to each issue of Notes, the Dealer purchasing such Notes represents, warrants and undertakes to the Issuer that:

3.1 No deposit-taking: in relation to any Notes having a maturity of less than one year from the date of issue:

3.1.1 it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business;

3.1.2 it has not offered or sold and will not offer or sell any such Notes other than to persons:

(a) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(b) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

3.2 Financial promotion: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

3.3 General compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

4. Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan and, accordingly, each Dealer undertakes that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person expect under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

5. Switzerland

Each Dealer and the Issuer has agreed that any issue of Notes denominated in Swiss Francs will be in compliance with the guidelines of the Swiss National Bank regarding issues of Swiss Franc denominated debt securities.

Programme Summary

Issuer DENTSPLY International Inc. Address: 570 West College Avenue PO Box 872 York, Pennsylvania 17405-0872 Telephone:+ (717) 849 4262 Fax: + (717) 849 4486 Contact: Treasurer	Arranger and Dealer Citibank International plc Address: Citigroup Centre 33 Canada Square Canary Wharf London E14 5LB Telephone+ 44 20 7986 9070 Fax: + 44 20 7986 6837 Contact: Short-Term Fixed Income Desk
Dealer Credit Suisse First Boston (Europe) Limited Address: One Cabot Square London E14 4QJ Telephone: + 44 20 7888 9968 Fax: + 44 20 7905 6132 Contact: Commercial Paper Desk	Issue and Paying Agent Citibank, N.A. Address: 5 Carmelite Street London EC4Y 0PA Telephone:+ 44 20 7508 3826 Fax: + 44 20 7508 3884 Contact: Agency and Trust
Maximum Amount: U.S.$250,000,000	Denominations: U.S.$500,000 EUR500,000 GBP100,000 Y100,000,000 CHF500,000 (or other conventionally accepted denominations in other currencies provided that the Dollar Equivalent of any Note must be at least U.S.$500,000 on the issue date as determined at the spot rate on such date)
Governing Law: Agreements: English	Form of Notes: Exchangeable Global Notes with Definitive Notes available on default or in certain other limited circumstances Sterling Definitive Notes

Notes:	English	Notes may be issued at a discount to face value, may bear interest or may be Index Linked Notes (other than an Index which is not based on the value of property that is actively traded or which is based on real estate).
Minimum Term: Seven days (or such shorter period as may be agreed between the Issuer, the relevant Dealer and the Issue Agent)		Maximum Term: 183 days
Clearing Systems: Euroclear Clearstream, Luxembourg		Selling Restrictions: United Kingdom U.S.A. Japan Switzerland
Agent for Service of Process: Dentsply Limited		
Address:	Hamm Moor Lane Addlestone Weybridge Surrey KT15 2SE	
Telephone:	+ 44 (0) 1932 853 422	
Fax:	+ 44 (0) 1932 828 887	
Contact:	General Manager	

Increase of Maximum Amount

[Letterhead of Issuer]

[Date]

To: Citibank International plc
Credit Suisse First Boston (Europe) Limited
Citibank, N.A. (as Issue Agent and Principal Paying Agent)

Dear Sirs

U.S.$250,000,000 Euro-commercial paper programme

We refer to a dealer agreement dated 18 July 2002 (the "Dealer Agreement") between ourselves as Issuer, the Arranger and the Dealers party thereto relating to a U.S.$250,000,000 Euro-commercial paper programme (the "Programme"). Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 2.5 of the Dealer Agreement, we hereby notify each of the addressees listed above that the Maximum Amount of the Programme is to be increased from U.S.$[ ] to U.S.$[ ] with effect from [date], subject to delivery of the following documents:

(a) an updated or supplemental Information Memorandum reflecting the increase in the Maximum Amount of the Programme.

(b) certified copies of all documents evidencing the internal authorisations and approvals required to be granted by the Issuer for such increase in the Maximum Amount;

(c) certified copies of [specify any governmental or other consents required by the Issuer for such increase];

(d) legal opinions from (i) legal advisers acceptable to the Dealers qualified in the law of the jurisdiction of incorporation of the Issuer and (ii) Clifford Chance relating to such increase;

(e) a list of names, titles and specimen signatures of the persons authorised to sign on behalf of the Issuer all notices and other documents to be delivered in connection with such an increase in the Maximum Amount; and

(f) written confirmation that Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc. and Moody's Investors Service, Inc. respectively are maintaining their current ratings for the Programme.

From the date on which such increase in the Maximum Amount becomes effective, all references in the Dealer Agreement to the Maximum Amount or the amount of the Programme shall be construed as references to the increased Maximum Amount as specified herein.

Yours faithfully

.....
for and on behalf of
DENTSPLY International Inc.

Appointment of New Dealer

[Letterhead of Issuer]

[Date]

To: [Name of new Dealer]

Dear Sirs

U.S.$250,000,000 Euro-commercial paper programme

We refer to a dealer agreement dated 18 July 2002 (the "Dealer Agreement") between ourselves as Issuer, the Arranger and the Dealers party thereto relating to a U.S.$250,000,000 Euro-commercial paper programme (the "Programme"). Terms used in the Dealer Agreement shall have the same meaning in this letter.

In accordance with Clause 6.2 of the Dealer Agreement, we hereby appoint you as an additional dealer for the Programme upon the terms of the Dealer Agreement with [immediate effect/effect from [date]]. Please confirm acceptance of your appointment upon such terms by signing and returning to us the enclosed copy of this letter, whereupon you will, in accordance with Clause 6.2 of the Dealer Agreement, become a party to the Dealer Agreement vested with all the authority, rights, powers, duties and obligations as if originally named as a Dealer thereunder.

Yours faithfully

.....
for and on behalf of
DENTSPLY International Inc.

[On copy]

We hereby confirm acceptance of our appointment as a Dealer upon the terms of the Dealer Agreement referred to above. For the purposes of Clause 7 (Notices), our contact details are as follows:

[Name of Dealer]

Address: [ ]

Telephone: [ ]
Fax: [ ]
Telex: [ ]
Contact: [ ]

Dated: .....

Signed: .....
for [Name of new Dealer]

Form of Calculation Agency Agreement

THIS AGREEMENT is made on [date]

BETWEEN

(1) DENTSPLY INTERNATIONAL INC. (the "Issuer"); and

(2) [ ], as the calculation agent appointed pursuant to Clause 6 hereof (the "Calculation Agent", which expression shall include any successor thereto).

WHEREAS:

(A) Under a dealer agreement (as amended, supplemented and/or restated from time to time, the "Dealer Agreement") dated 18 July 2002 and made between the Issuer, the Arranger and the Dealer(s) referred to therein, and an issue agency agreement (as amended, supplemented and/or restated from time to time, the "Agency Agreement") dated 18 July 2002 and made between the Issuer and the agents referred to therein, the Issuer established a Euro-commercial paper programme (the "Programme").

(B) The Dealer Agreement contemplates, among other things, the issue under the Programme of index linked notes and provides for the appointment of calculation agents in relation thereto. Each such calculation agent's appointment shall be on substantially the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions
Terms not expressly defined herein shall have the meanings given to them in the Dealer Agreement or the Agency Agreement.

1.2 Legislation
Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

1.3 Index Linked Notes
"Relevant Index Linked Notes" means such Index Linked Notes in respect of which the Calculation Agent is appointed.

2. APPOINTMENT OF CALCULATION AGENT

The Issuer appoints the Calculation Agent as its agent for the purpose of calculating the redemption amount and/or, if applicable, the amount of interest in respect of the Relevant Index Linked Notes upon the terms and subject to the conditions of this Agreement. The Calculation Agent accepts such appointment.

3. DETERMINATION AND NOTIFICATION

3.1 Determination

The Calculation Agent shall determine the redemption amount of, and/or, if applicable, the amount of interest payable on, each Relevant Index Linked Note in accordance with the redemption calculation applicable thereto.

3.2 Notification

The Calculation Agent shall as soon as it has made its determination as provided for in Clause 3.1 above (and, in any event, no later than the close of business on the date on which the determination is made) notify the Issuer and the Principal Paying Agent (if other than the Calculation Agent) of the redemption amount and/or, if applicable, the amount of interest so payable.

4. STAMP DUTIES

The Issuer will pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) payable in connection with the execution, delivery and performance of this Agreement.

5. INDEMNITY AND LIABILITY

5.1 Indemnity

The Issuer shall indemnify and hold harmless on demand the Calculation Agent against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur arising out of, in connection with or based upon the exercise of its powers and duties as Calculation Agent under this Agreement, except such as may result from its own negligence or bad faith or that of its officers, employees or agents.

5.2 Liability

The Calculation Agent may consult as to legal matters with lawyers selected by it, who may be employees of, or lawyers to, the Issuer. If such consultation is made, the Calculation Agent shall be protected and shall incur no liability for action taken or not taken by it as Calculation Agent or suffered to be taken with respect to such matters in good faith, without negligence and in accordance with the opinion of such lawyers.

6. CONDITIONS OF APPOINTMENT

The Calculation Agent and the Issuer agree that its appointment will be subject to the following conditions:

(a) No obligations: in acting under this Agreement, the Calculation Agent shall act as an independent expert and shall not assume any obligations towards or relationship of agency or trust for the Issuer or the owner or holder of any of the Relevant Index Linked Notes or any interest therein;

(b) Notices: unless otherwise specifically provided in this Agreement, any order, certificate, notice, request, direction or other communication from the Issuer made or given under any provision of this Agreement shall be sufficient if signed or purported to be signed by a duly authorised employee of the Issuer;

(c) Duties: the Calculation Agent shall be obliged to perform only those duties which are set out in this Agreement and in the redemption calculation relating to the Relevant Index Linked Notes;

(d) Ownership, interest: the Calculation Agent and its officers and employees, in its individual or any other capacity, may become the owner of, or acquire any interest in, any Relevant Index Linked Notes with the same rights that the Calculation Agent would have if it were not the Calculation Agent hereunder; and

(e) Calculations and determinations: all calculations and determinations made pursuant to this Agreement by the Calculation Agent shall (save in the case of manifest error) be binding on the Issuer, the Calculation Agent and (if other than the Calculation Agent) the holder(s) of the Relevant Index Linked Notes and no liability to such holder(s) shall attach to the Calculation Agent in connection with the exercise by the Calculation Agent of its powers, duties or discretion under or in respect of the Relevant Index Linked Notes in accordance with the provisions of this Agreement.

7. ALTERNATIVE APPOINTMENT

If, for any reason, the Calculation Agent ceases to act as such or fails to comply with its obligations under Clause 3, the Issuer shall appoint the Principal Paying Agent as calculation agent in respect of the Relevant Index Linked Notes.

8. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

9. LAW AND JURISDICTION

9.1 Governing law

This Agreement is governed by, and shall be construed in accordance with, English law.

9.2 Jurisdiction

The Issuer agrees for the benefit of the Calculation Agent that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

9.3 Appropriate forum

The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.

9.4 Process agent

The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to DENTSPLY Limited at Hamm Moor Lane, Addlestone, Weybridge, Surrey, KT15 2SE or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the shall, on the written demand of the Calculation Agent addressed to the Issuer and delivered to the Issuer appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Calculation Agent shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer. Nothing in this paragraph shall affect the right of the Calculation Agent to serve process in any other manner permitted by law.

10. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which when taken together shall constitute a single agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

DENTSPLY INTERNATIONAL INC.

By: .....

[NAME OF CALCULATION AGENT]

By: .....]

Signature Page

The Issuer

DENTSPLY INTERNATIONAL INC.

By: .....

The Arranger and Dealer

CITIBANK INTERNATIONAL plc

By: .....

The Dealer

CREDIT SUISSE FIRST BOSTON (EUROPE) LIMITED

By: .....

AMENDMENT NO. 1 TO FACILITY B
FIVE-YEAR COMPETITIVE ADVANCE, REVOLVING CREDIT AND
GUARANTY AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") is dated as of May 25, 2001, and amends the Facility B Five-Year Competitive Advance, Revolving Credit and Guaranty Agreement, dated as of May 25, 2001, by and among DENTSPLY INTERNATIONAL INC. (the "Borrower"), the Guarantors (as such term is defined therein) from time to time party thereto, the Banks (as such term is defined therein) from time to time party thereto, and ABN AMRO BANK N.V., as administrative agent (the "Agent") and arranger and bookrunner, CREDIT SUISSE FIRST BOSTON and BANK OF TOKYO-MITSUBISHI TRUST COMPANY, as co-syndication agents, and FIRST UNION NATIONAL BANK and HARRIS TRUST AND SAVINGS BANK, as co-documentation agents (the "Original Facility B Credit Agreement").

BACKGROUND

The parties hereto desire to amend the Original Facility B Credit Agreement to apply the Usage Fee to the aggregate of all commitments under the both the Original Facility B Credit Agreement and the Facility A Credit Agreement, as more fully set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained, incorporating the above-defined terms herein and intending to be legally bound hereby agree as follows:

Article I
Amendment

1.01. Defined Terms; References. Terms not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Original Facility B Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and similar references contained in the Original Facility B Credit Agreement and each reference to "this Agreement" and similar references contained in the Original Facility B Credit Agreement shall, on and after the date hereof, refer to the Original Facility B Credit Agreement as amended hereby.

1.02. Usage Fee. As of the date hereof, Section 2.08(b) of the Original Facility B Credit Agreement shall be deleted in its entirety and replaced with the following:

> "(b) The Borrower agrees to pay to each Bank, through the Administrative Agent, on each March 31, June 30, September 30, December 31, and on the Maturity Date or any earlier date on which the Commitment of such Bank shall have terminated and the outstanding Loans of such Bank have been repaid in full, a usage fee (a "Usage Fee") at a rate per annum equal to the Applicable Percentage from time to time in effect on the aggregate amount of such Bank's Credit Exposure for each day on which the sum of the aggregate Credit Exposure of all Banks under this Agreement plus the aggregate Credit Exposure (as such term is defined in the Facility A Credit Agreement) of all Banks under (and as "Banks" is defined in) the Facility A Credit Agreement shall be greater than fifty percent (50%) of the aggregate amount of the total Commitments under this Agreement and of the total Commitments under (and as such term is defined in) the Facility A Credit Agreement. All Usage Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day)."

Article II
Representations and Warranties

As of the date hereof, each of the Borrower and each of the Guarantors, jointly and severally, represent and warrant to the Agent and each of the Banks as follows:

2.01. There are no set-offs, claims, defenses,

counterclaims, causes of action, or deductions of any nature against any of the Obligations.

2.02. After giving effect to the amendments made herein: (i) no Event of Default under and as defined in the Original Facility B Credit Agreement has occurred and is continuing, and (ii) the representations and warranties of each of Borrower and each of the Guarantors contained in the Original Facility B Credit Agreement and the other Fundamental Documents are true and correct on and as of the date hereof with the same force and effect as though made on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date.

Article III
Effect, Effectiveness, Consent of Guarantors

3.01. Effectiveness. Upon the date that Agent shall have received from each of the Banks, the Borrower, and the Guarantors a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to Agent) that such party has signed a counterpart hereof, this Amendment shall be effective as of May 25, 2001. Any Usage Fee received by Agent or any Bank under the Original Facility B Credit Agreement and which is in excess of the Usage Fee as calculated under this Amendment shall be promptly returned to Borrower notwithstanding, solely for the purposes of this sentence, Section 2.08(e) of the Original Facility B Credit Agreement.

3.02. Amendment. The Original Facility B Credit Agreement is hereby amended in accordance with the terms hereof, and this Amendment and the Original Facility B Credit Agreement shall hereafter be one agreement and any reference to the Original Facility B Credit Agreement in any document, instrument, or agreement shall hereafter mean and include the Original Facility B Credit Agreement as amended hereby. In the event of irreconcilable inconsistency between the terms or provisions hereof and the terms or provisions of the Original Facility B Credit Agreement, the terms and provisions hereof shall control.

3.03. Joinder of Guarantors. Each of the Guarantors hereby joins in this Amendment to evidence its consent hereto, and each Guarantor hereby reaffirms its obligations set forth in the Original Facility B Credit Agreement, as hereby amended, and in each other Fundamental Document given by it in connection therewith.

Article IV
Miscellaneous

4.01. Original Facility B Credit Agreement. Except as specifically amended by the provisions hereof, the Original Facility B Credit Agreement and all other Fundamental Documents shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4.02. Counterparts, Telecopy Signatures. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and, delivery of executed signature pages hereof by telecopy transmission from one party to another shall constitute effective and binding execution and delivery respectively of this Amendment by such party.

4.03. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

4.04. Expenses. Each of the Borrower and each of the Guarantors agree, jointly and severally, to reimburse the Agent for its reasonable out-of-pocket expenses arising in connection with the negotiation, preparation and execution of this Amendment, including the reasonable fees and expenses of Buchanan Ingersoll PC, counsel for the Agent.

4.05. Severability. If any provision of this Amendment, or the application thereof to any party hereto, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Amendment which can be given effect without the invalid and unenforceable provision or application, and to this end the parties hereto agree that the provisions of this Amendment are and shall be severable.

4.06. Banks' Consent. Each Bank, by its execution hereof, hereby consents to this Amendment pursuant Section 10.02 of the Original Facility B Credit Agreement.

[SIGNATURE PAGES FOLLOW]

AMENDMENT NO. 1 TO FACILITY A
364-DAY COMPETITIVE ADVANCE, REVOLVING CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") is dated as of May 25, 2001, and amends the Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement, dated as of May 25, 2001, by and among DENTSPLY INTERNATIONAL INC. (the "Borrower"), the Guarantors (as such term is defined therein) from time to time party thereto, the Banks (as such term is defined therein) from time to time party thereto, and ABN AMRO BANK N.V., as administrative agent (the "Agent") and arranger and bookrunner, CREDIT SUISSE FIRST BOSTON and BANK OF TOKYO-MITSUBISHI TRUST COMPANY, as co-syndication agents, and FIRST UNION NATIONAL BANK and HARRIS TRUST AND SAVINGS BANK, as co-documentation agents (the "Original Facility A Credit Agreement").

BACKGROUND

The parties hereto desire to amend the Original Facility A Credit Agreement to apply the Usage Fee to the aggregate of all commitments under the both the Original Facility A Credit Agreement and the Facility B Credit Agreement, as more fully set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained, incorporating the above-defined terms herein and intending to be legally bound hereby agree as follows:

Article I
Amendment

1.01. Defined Terms; References. Terms not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Original Facility A Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and similar references contained in the Original Facility A Credit Agreement and each reference to "this Agreement" and similar references contained in the Original Facility A Credit Agreement shall, on and after the date hereof, refer to the Original Facility A Credit Agreement as amended hereby.

1.02. Usage Fee. As of the date hereof, Section 2.07(b) of the Original Facility A Credit Agreement shall be deleted in its entirety and replaced with the following:

> "(b) The Borrower agrees to pay to each Bank, through the Administrative Agent, on each March 31, June 30, September 30, December 31, and on the Maturity Date or any earlier date on which the Commitment of such Bank shall have terminated and the outstanding Loans of such Bank have been repaid in full, a usage fee (a "Usage Fee") at a rate per annum equal to the Applicable Percentage from time to time in effect on the aggregate amount of such Bank's Credit Exposure for each day on which the sum of the aggregate Credit Exposure of all Banks under this Agreement plus the aggregate Credit Exposure (as such term is defined in the Facility B Credit Agreement) of all Banks under (and as "Banks" is defined in) the Facility B Credit Agreement shall be greater than fifty percent (50%) of the aggregate amount of the total Commitments under this Agreement and of the total Commitments under (and as such term is defined in) the Facility B Credit Agreement. All Usage Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day)."

Article II
Representations and Warranties

As of the date hereof, each of the Borrower and each of the Guarantors, jointly and severally, represent and warrant to the Agent and each of the Banks as follows:

2.01. There are no set-offs, claims, defenses, counterclaims, causes of action, or deductions of any nature against any of the Obligations.

2.02. After giving effect to the amendments made

herein: (i) no Event of Default under and as defined in the Original Facility A Credit Agreement has occurred and is continuing, and (ii) the representations and warranties of each of Borrower and each of the Guarantors contained in the Original Facility A Credit Agreement and the other Fundamental Documents are true and correct on and as of the date hereof with the same force and effect as though made on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date.

Article III
Effect, Effectiveness, Consent of Guarantors

3.01. Effectiveness. Upon the date that Agent shall have received from each of the Banks, the Borrower, and the Guarantors a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to Agent) that such party has signed a counterpart hereof, this Amendment shall be effective as of May 25, 2001. Any Usage Fee received by Agent or any Bank under the Original Facility A Credit Agreement and which is in excess of the Usage Fee as calculated under this Amendment shall be promptly returned to Borrower notwithstanding, solely for the purposes of this sentence, Section 2.07(d) of the Original Facility A Credit Agreement.

3.02. Amendment. The Original Facility A Credit Agreement is hereby amended in accordance with the terms hereof, and this Amendment and the Original Facility A Credit Agreement shall hereafter be one agreement and any reference to the Original Facility A Credit Agreement in any document, instrument, or agreement shall hereafter mean and include the Original Facility A Credit Agreement as amended hereby. In the event of irreconcilable inconsistency between the terms or provisions hereof and the terms or provisions of the Original Facility A Credit Agreement, the terms and provisions hereof shall control.

3.03. Joinder of Guarantors. Each of the Guarantors hereby joins in this Amendment to evidence its consent hereto, and each Guarantor hereby reaffirms its obligations set forth in the Original Facility A Credit Agreement, as hereby amended, and in each other Fundamental Document given by it in connection therewith.

Article IV
Miscellaneous

4.01. Original Facility A Credit Agreement. Except as specifically amended by the provisions hereof, the Original Facility A Credit Agreement and all other Fundamental Documents shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4.02. Counterparts, Telecopy Signatures. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and, delivery of executed signature pages hereof by telecopy transmission from one party to another shall constitute effective and binding execution and delivery respectively of this Amendment by such party.

4.03. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

4.04. Expenses. Each of the Borrower and each of the Guarantors agree, jointly and severally, to reimburse the Agent for its reasonable out-of-pocket expenses arising in connection with the negotiation, preparation and execution of this Amendment, including the reasonable fees and expenses of Buchanan Ingersoll PC, counsel for the Agent.

4.05. Severability. If any provision of this Amendment, or the application thereof to any party hereto, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Amendment which can be given effect without the invalid and unenforceable provision or application, and to this end the parties hereto agree that the provisions of this Amendment are and shall be severable.

4.06. Banks' Consent. Each Bank, by its execution hereof, hereby consents to this Amendment pursuant Section 10.02 of the Original Facility A Credit Agreement.

[SIGNATURE PAGES FOLLOW]

AMENDMENT NO. 2 TO FACILITY B
FIVE-YEAR COMPETITIVE ADVANCE, REVOLVING CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 2 (this "Amendment") is dated as of August 30, 2001, and amends the Facility B Five-Year Competitive Advance, Revolving Credit and Guaranty Agreement, dated as of May 25, 2001, by and among DENTSPLY INTERNATIONAL INC. (the "Borrower"), the Guarantors (as such term is defined therein) from time to time party thereto, the Banks (as such term is defined therein) from time to time party thereto, and ABN AMRO BANK N.V., as administrative agent (the "Agent") and arranger and bookrunner, CREDIT SUISSE FIRST BOSTON and BANK OF TOKYO-MITSUBISHI TRUST COMPANY, as co-syndication agents, and FIRST UNION NATIONAL BANK and HARRIS TRUST AND SAVINGS BANK, as co-documentation agents, as amended by Amendment No. 1 to Facility B Five-Year Competitive Advance, Revolving Credit and Guaranty Agreement dated as of May 25, 2001 (the "Facility B Credit Agreement").

BACKGROUND

In light of the Proposed Acquisition, the parties hereto desire to amend certain covenants contained in the Facility B Credit Agreement, as more fully set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained, incorporating the above-defined terms herein and intending to be legally bound hereby agree as follows:

Article I
Amendment

1.01. Defined Terms; References. Terms not otherwise defined in this Amendment (including in the Background section above) shall have the respective meanings ascribed to them in the Facility B Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and similar references contained in the Facility B Credit Agreement and each reference to "this Agreement" and similar references contained in the Facility B Credit Agreement shall, on and after the date hereof, refer to the Facility B Credit Agreement as amended hereby.

1.02. Sale and Leaseback. As of the date hereof, Section 6.06(a) of the Facility B Credit Agreement shall be deleted in its entirety and replaced with the following:

"(a) (i) the Des Plaines Lease; and (ii) following the acquisition of Degussa Dental Group by Borrower or one or more of its Subsidiaries and no later than June 30, 2002, any one or more Sale and Leaseback Transactions in an aggregate equivalent amount not to exceed US$100,000,000 with respect to the precious metals inventory owned by Degussa Dental Group prior to such acquisition;"

1.03. Debt Ratio.

(i) As of the date hereof, Section 6.11(a) of the Facility B Credit Agreement shall be deleted in its entirety and replaced with the following:

"(a) In the event that the Proposed Acquisition occurs no later than August 30, 2001, then upon and after the Proposed Acquisition, permit the Debt Ratio at any such time through December 31, 2002, to be greater than 0.65 to 1.0 or permit the Debt Ratio at any time after December 31, 2002, through December 31, 2003, to be greater than 0.55 to 1.0 or permit the Debt Ratio at any time after December 31, 2003, to be greater than 0.50 to 1.0."

(ii) As the Borrower or one or more of its Subsidiaries has prior to the date hereof expended or committed to expend an amount in excess of US$1,000,000 (or its equivalent) in connection with the acquisition of Degussa Dental Group, the parties hereto acknowledge that, in accordance with the definition of "Proposed Acquisition" set forth in the Facility B Credit Agreement for purposes of Section 6.11, the Proposed Acquisition has occurred.

Article II
Representations and Warranties

As of the date hereof, each of the Borrower and each

of the Guarantors, jointly and severally, represent and warrant to the Agent and each of the Banks as follows:

2.01. There are no set-offs, claims, defenses, counterclaims, causes of action, or deductions of any nature against any of the Obligations.

2.02. After giving effect to the amendments made herein: (i) no Event of Default under and as defined in the Facility B Credit Agreement and, to the knowledge of the Borrower and the Guarantors, no event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, and (ii) the representations and warranties of each of Borrower and each of the Guarantors contained in the Facility B Credit Agreement and the other Fundamental Documents are true and correct on and as of the date hereof with the same force and effect as though made on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date.

Article III
Effect, Effectiveness, Consent of Guarantors

3.01. Effectiveness. Upon the date that Agent shall have received from each of the Required Banks, the Borrower, and the Guarantors a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to Agent) that such party has signed a counterpart hereof, this Amendment shall be effective as of the date hereof.

3.02. Amendment. The Facility B Credit Agreement is hereby amended in accordance with the terms hereof, and this Amendment and the Facility B Credit Agreement shall hereafter be one agreement and any reference to the Facility B Credit Agreement in any document, instrument, or agreement shall hereafter mean and include the Facility B Credit Agreement as amended hereby. In the event of irreconcilable inconsistency between the terms or provisions hereof and the terms or provisions of the Facility B Credit Agreement, the terms and provisions hereof shall control.

3.03. Joinder of Guarantors. Each of the Guarantors hereby joins in this Amendment to evidence its consent hereto, and each Guarantor hereby reaffirms its obligations set forth in the Facility B Credit Agreement, as hereby amended, and in each other Fundamental Document given by it in connection therewith.

Article IV
Miscellaneous

4.01. Facility B Credit Agreement. Except as specifically amended by the provisions hereof, the Facility B Credit Agreement and all other Fundamental Documents shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4.02. Counterparts, Telecopy Signatures. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and, delivery of executed signature pages hereof by telecopy transmission from one party to another shall constitute effective and binding execution and delivery respectively of this Amendment by such party.

4.03. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

4.04. Expenses. Each of the Borrower and each of the Guarantors agree, jointly and severally, to reimburse the Agent for its reasonable out-of-pocket expenses arising in connection with the negotiation, preparation and execution of this Amendment, including the reasonable fees and expenses of Buchanan Ingersoll PC, counsel for the Agent.

4.05. Severability. If any provision of this Amendment, or the application thereof to any party hereto, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Amendment which can be given effect without the invalid and unenforceable provision or application, and to this end the parties hereto agree that the provisions of this Amendment are and shall be severable.

4.06. Banks' Consent. Each Bank, by its execution hereof, hereby consents to this Amendment pursuant Section 10.02 of the Facility B Credit Agreement.

[SIGNATURE PAGES FOLLOW]

AMENDMENT NO. 2 TO FACILITY A
364-DAY COMPETITIVE ADVANCE, REVOLVING CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 2 (this "Amendment") is dated as of August 30, 2001, and amends the Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement, dated as of May 25, 2001, by and among DENTSPLY INTERNATIONAL INC. (the "Borrower"), the Guarantors (as such term is defined therein) from time to time party thereto, the Banks (as such term is defined therein) from time to time party thereto, and ABN AMRO BANK N.V., as administrative agent (the "Agent") and arranger and bookrunner, CREDIT SUISSE FIRST BOSTON and BANK OF TOKYO-MITSUBISHI TRUST COMPANY, as co-syndication agents, and FIRST UNION NATIONAL BANK and HARRIS TRUST AND SAVINGS BANK, as co-documentation agents, as amended by Amendment No. 1 to Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of May 25, 2001 (the "Facility A Credit Agreement").

BACKGROUND

In light of the Proposed Acquisition, the parties hereto desire to amend certain covenants contained in the Facility A Credit Agreement, as more fully set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained, incorporating the above-defined terms herein and intending to be legally bound hereby agree as follows:

Article I
Amendment

1.01. Defined Terms; References. Terms not otherwise defined in this Amendment (including in the Background section above) shall have the respective meanings ascribed to them in the Facility A Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and similar references contained in the Facility A Credit Agreement and each reference to "this Agreement" and similar references contained in the Facility A Credit Agreement shall, on and after the date hereof, refer to the Facility A Credit Agreement as amended hereby.

1.02. Sale and Leaseback. As of the date hereof, Section 6.06(a) of the Facility A Credit Agreement shall be deleted in its entirety and replaced with the following:

"(a) (i) the Des Plaines Lease; and (ii) following the acquisition of Degussa Dental Group by Borrower or one or more of its Subsidiaries and no later than June 30, 2002, any one or more Sale and Leaseback Transactions in an aggregate equivalent amount not to exceed US$100,000,000 with respect to the precious metals inventory owned by Degussa Dental Group prior to such acquisition;"

1.03. Debt Ratio.

(i) As of the date hereof, Section 6.11(a) of the Facility A Credit Agreement shall be deleted in its entirety and replaced with the following:

"(a) In the event that the Proposed Acquisition occurs no later than August 30, 2001, then upon and after the Proposed Acquisition, permit the Debt Ratio at any such time through December 31, 2002, to be greater than 0.65 to 1.0 or permit the Debt Ratio at any time after December 31, 2002, through December 31, 2003, to be greater than 0.55 to 1.0 or permit the Debt Ratio at any time after December 31, 2003, to be greater than 0.50 to 1.0."

(ii) As the Borrower or one or more of its Subsidiaries has prior to the date hereof expended or committed to expend an amount in excess of US$1,000,000 (or its equivalent) in connection with the acquisition of Degussa Dental Group, the parties hereto acknowledge that, in accordance with the definition of "Proposed Acquisition" set forth in the Facility A Credit Agreement for purposes of Section 6.11, the Proposed Acquisition has occurred.

Article II
Representations and Warranties

As of the date hereof, each of the Borrower and each

of the Guarantors, jointly and severally, represent and warrant to the Agent and each of the Banks as follows:

2.01. There are no set-offs, claims, defenses, counterclaims, causes of action, or deductions of any nature against any of the Obligations.

2.02. After giving effect to the amendments made herein: (i) no Event of Default under and as defined in the Facility A Credit Agreement and, to the knowledge of the Borrower and the Guarantors, no event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, and (ii) the representations and warranties of each of Borrower and each of the Guarantors contained in the Facility A Credit Agreement and the other Fundamental Documents are true and correct on and as of the date hereof with the same force and effect as though made on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date.

Article III
Effect, Effectiveness, Consent of Guarantors

3.01. Effectiveness. Upon the date that Agent shall have received from each of the Required Banks, the Borrower, and the Guarantors a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to Agent) that such party has signed a counterpart hereof, this Amendment shall be effective as of the date hereof.

3.02. Amendment. The Facility A Credit Agreement is hereby amended in accordance with the terms hereof, and this Amendment and the Facility A Credit Agreement shall hereafter be one agreement and any reference to the Facility A Credit Agreement in any document, instrument, or agreement shall hereafter mean and include the Facility A Credit Agreement as amended hereby. In the event of irreconcilable inconsistency between the terms or provisions hereof and the terms or provisions of the Facility A Credit Agreement, the terms and provisions hereof shall control.

3.03. Joinder of Guarantors. Each of the Guarantors hereby joins in this Amendment to evidence its consent hereto, and each Guarantor hereby reaffirms its obligations set forth in the Facility A Credit Agreement, as hereby amended, and in each other Fundamental Document given by it in connection therewith.

Article IV
Miscellaneous

4.01. Facility A Credit Agreement. Except as specifically amended by the provisions hereof, the Facility A Credit Agreement and all other Fundamental Documents shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4.02. Counterparts, Telecopy Signatures. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and, delivery of executed signature pages hereof by telecopy transmission from one party to another shall constitute effective and binding execution and delivery respectively of this Amendment by such party.

4.03. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

4.04. Expenses. Each of the Borrower and each of the Guarantors agree, jointly and severally, to reimburse the Agent for its reasonable out-of-pocket expenses arising in connection with the negotiation, preparation and execution of this Amendment, including the reasonable fees and expenses of Buchanan Ingersoll PC, counsel for the Agent.

4.05. Severability. If any provision of this Amendment, or the application thereof to any party hereto, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Amendment which can be given effect without the invalid and unenforceable provision or application, and to this end the parties hereto agree that the provisions of this Amendment are and shall be severable.

4.06. Banks' Consent. Each Bank, by its execution hereof, hereby consents to this Amendment pursuant Section 10.02 of the Facility A Credit Agreement.

[SIGNATURE PAGES FOLLOW]

AMENDMENT NO. 3 TO FACILITY A
364-DAY COMPETITIVE ADVANCE, REVOLVING CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 3 (this "Amendment") is dated as of May 24, 2002, and amends the Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement, dated as of May 25, 2001, by and among DENTSPLY INTERNATIONAL INC. (the "Borrower"), the Guarantors (as such term is defined therein) from time to time party thereto, the Banks (as such term is defined therein) from time to time party thereto, and ABN AMRO BANK N.V., as administrative agent (the "Agent") and arranger and bookrunner, CREDIT SUISSE FIRST BOSTON and BANK OF TOKYO-MITSUBISHI TRUST COMPANY, as co-syndication agents, and WACHOVIA BANK, NATIONAL ASSOCIATION (as successor by merger to First Union National Bank) and HARRIS TRUST AND SAVINGS BANK, as co-documentation agents, as amended by Amendment No. 1 to Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of May 25, 2001 and Amendment No. 2 to Facility A 364-Day Competitive Advance, Revolving Credit and Guaranty Agreement dated as of August 30, 2001 (the "Facility A Credit Agreement").

BACKGROUND

The parties hereto desire to amend the Facility A Credit Agreement to extend the maturity date as permitted by Section 2.12(e) of the Facility A Credit Agreement, as more fully set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained, incorporating the above-defined terms herein and intending to be legally bound hereby agree as follows:

Article I
Amendment

1.01. Defined Terms; References. Terms not otherwise defined in this Amendment (including in the Background section above) shall have the respective meanings ascribed to them in the Facility A Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and similar references contained in the Facility A Credit Agreement and each reference to "this Agreement" and similar references contained in the Facility A Credit Agreement shall, on and after the date hereof, refer to the Facility A Credit Agreement as amended hereby.

1.02. Maturity Date. The Maturity Date is hereby extended for an additional 364 days in accordance with Section 2.12(e) of the Facility A Credit Agreement and the definition of "Maturity Date" set forth in Section 1.01 of the Facility A Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Maturity Date" shall mean May 23, 2003 or such other Maturity Date then in effect pursuant to Section 2.12(e).

1.03. Pro Rata Treatment. Section 2.18 is hereby amended by inserting the following at the end of such Section:

Other than as may be expressly set forth in this Agreement, if at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, expenses, and fees then due hereunder, such funds shall be applied (i) first, towards payment of expenses, interest and fees (and in that order) then due hereunder, ratably among the parties entitled thereto in accordance with the aggregate respective amounts of expenses, interest and fees then due to such parties in connection with all Revolving Credit Borrowings and all Competitive Borrowings, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the aggregate amounts of principal then due to such parties in connection with all Revolving Credit Borrowings and all Competitive Borrowings.

1.04.Payments. The first sentence of Section 2.21 is hereby amended and restated in its entirety to read as follows:

The Borrower shall make each payment hereunder and under any instrument delivered hereunder not later than 12:00 noon, New York City time, on the day when due in lawful money of the United States (in freely transferable dollars) to the Administrative Agent at its offices set forth on Schedule 2.01 therefor, for the account of the Banks, in federal or other immediately available funds, without set-off, counterclaim, or deduction; provided, however, that each payment of principal and interest under any Loan made in an Alternate Currency shall be made in immediately available funds, without set-off, counterclaim, or deduction, in the currency in which such Loan was made.

1.05. Commitments. Schedule 2.01 of the Facility A Credit Agreement is hereby deleted in its entirety and is replaced with Schedule 2.01 hereto.

1.06.Fees. On or before 5:00 p.m. (New York City time) on May 24, 2002, and as a condition to the effectiveness of this Amendment, Borrower shall pay in immediately available funds to each Bank that executes this Amendment, an amount equal to one twentieth of one percent (0.05% or 5 basis points) of the amount of such Bank's Commitment as set forth on Schedule 2.01 hereto.

Article II
Representations and Warranties

As of the date hereof, each of the Borrower and each of the Guarantors, jointly and severally, represent and warrant to the Agent and each of the Banks as follows:

2.01. Dentsply International Preventive Care Division L.P., a Pennsylvania limited partnership, and Midwest Dental Products Corp., a Delaware corporation (collectively, the "Former Guarantors"), each of which were Guarantors under the Facility A Credit Agreement have been merged out of existence.

2.02. The execution and delivery by the Borrower and the Guarantors of this Amendment, the consummation by the Borrower and the Guarantors of the transactions contemplated by the Credit Agreement as amended hereby, and the performance by each of the Borrower and each Guarantor of its respective obligations hereunder and thereunder have been duly authorized by all necessary corporate proceedings on the part of the Borrower and each Guarantor. On the date of Borrower's execution hereof, there are no set-offs, claims, defenses, counterclaims, causes of action, or deductions of any nature against any of the Obligations.

2.03. This Amendment has been duly and validly executed and delivered by the Borrower and each Guarantor and constitutes, and the Credit Agreement as amended hereby constitutes, the legal, valid and binding obligations of the Borrower and each Guarantor enforceable in accordance with the terms hereof and thereof, except as the enforceability of this Amendment or the Credit Agreement as amended hereby may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

2.04. Neither the execution and delivery of this Amendment nor consummation of the transactions contemplated hereby or by the Credit Agreement as amended hereby nor compliance with the terms and provisions hereof or of the Credit Agreement as amended hereby, by the Borrower or any Guarantor, will (a) violate any Law, (b) conflict with or result in a breach of or a default under the articles or certificate of incorporation or bylaws or similar organizational documents of the Borrower or any Guarantor or any material agreement or instrument to which the Borrower or any Guarantor is a party or by which the Borrower or any Guarantor or any of their respective properties (now owned or hereafter acquired) may be subject or bound, (c) require any consent or approval of any Person or require a mandatory prepayment or any other payment under the terms of any material agreement or instrument to which the Borrower or any Guarantor is a party or by which the Borrower or any Guarantor or any of their respective properties (now owned or hereafter acquired) may be subject or bound, (d) result in the creation or imposition of any Lien upon any property (now owned or hereafter acquired) of the Borrower or any Guarantor, or (e) require any authorization, consent, approval, license, permit, exemption or other action by, or any registration, qualification, designation, declaration or filing with, any Governmental Authority.

2.05. After giving effect to this Amendment: (i) no Event of Default under and as defined in the Facility A Credit Agreement and, to the knowledge of the Borrower and the Guarantors, no event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, and (ii) the representations and warranties of each of Borrower and each of the Guarantors contained in the Facility A Credit Agreement and the other Fundamental Documents are true and correct on and as of the date hereof with the same force and effect as though made on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date.

Article III
Effect, Effectiveness, Consent of Guarantors

3.01. Effectiveness. Upon (i) Borrower's payment and performance of all obligations in connection herewith and (ii) Agent's receipt from each of the Banks (other than the Non-Extending Bank), the Borrower, and the Guarantors of a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to Agent) that such party has signed a counterpart hereof, this Amendment shall be effective as of the date hereof. Each of the Banks, by its signature hereto, hereby consents to the effectiveness of this Amendment notwithstanding any technical requirements for the timing of notifications and approvals set forth in Section 2.12(e) of the Facility A Credit Agreement. Within forty-five (45) days of the date hereof, each of the Borrower and each Guarantor shall have delivered to the Agent a certificate signed by the Secretary or Assistant Secretary of such Borrower or Guarantor certifying that the articles of incorporation, bylaws, resolutions, specimen signatures and incumbency of officers previously delivered by such Borrower or Guarantor to the Agent in connection with the Facility A Credit Agreement remain in effect and have not been amended and are effective to authorize such Person's execution, delivery, and performance of this Amendment; provided that, to the extent such articles of incorporation, bylaws, resolutions, or incumbency are no longer in effect or have been amended, such certificate shall certify as to the changes thereto.

The parties hereto acknowledge and agree that the Former Guarantors are no longer Guarantors under the Facility A Credit Agreement.

3.02. Amendment. The Facility A Credit Agreement is hereby amended in accordance with the terms hereof, and this Amendment and the Facility A Credit Agreement shall hereafter be one agreement and any reference to the Facility A Credit Agreement in any document, instrument, or agreement shall hereafter mean and include the Facility A Credit Agreement as amended hereby. In the event of irreconcilable inconsistency between the terms or provisions hereof and the terms or provisions of the Facility A Credit Agreement, the terms and provisions hereof shall control.

3.03. Joinder of Guarantors. Each of the Guarantors hereby joins in this Amendment to evidence its consent hereto, and each Guarantor hereby reaffirms its obligations set forth in the Facility A Credit Agreement, as hereby amended, and in each other Fundamental Document given by it in connection therewith.

Article IV
Miscellaneous

4.01. Facility A Credit Agreement. Except as specifically amended by the provisions hereof, the Facility A Credit Agreement and all other Fundamental Documents shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

4.02. Counterparts, Telecopy Signatures. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and, delivery of executed signature pages hereof by telecopy transmission from one party to another shall constitute effective and binding execution and delivery respectively of this Amendment by such party.

4.03. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

4.04. Expenses. Each of the Borrower and each of the Guarantors agree, jointly and severally, to reimburse the Agent for its reasonable out-of-pocket expenses arising in connection with the negotiation, preparation and execution of this Amendment, including the reasonable fees and expenses of Buchanan Ingersoll PC, counsel for the Agent.

4.05. Severability. If any provision of this Amendment, or the application thereof to any party hereto, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or applications of this Amendment which can be given effect without the invalid and unenforceable provision or application, and to this end the parties hereto agree that the provisions of this Amendment are and shall be severable.

4.06. Banks' Consent. Each Bank, by its execution hereof, hereby consents to this Amendment pursuant Section 10.02 of the Facility A Credit Agreement.

[SIGNATURE PAGES FOLLOW]

ARTICLE I

INTRODUCTION

Section 1.01. The purpose of this Plan is to enable participating Employees to share in the growth and prosperity of DENTSPLY International Inc. (the "Company") and to provide Participants with an opportunity to accumulate capital for their future economic security. The Plan is intended to do this without requiring any contributions from Participants. The primary purpose of the Plan is to enable Participants to acquire stock ownership interests in the Company. Accordingly, Employer Contributions to the Plan will be invested primarily in Company Stock.

Section 1.02. The Plan is designed to provide a technique of corporate finance to the Company. Therefore, it may be used to accomplish the following objectives:

(a) To provide Participants with beneficial ownership of Company Stock, substantially in proportion to their relative Covered Compensation, without requiring any cash outlay, any reduction in pay or other benefits, or the surrender of any other rights on the part of Participants:

(b) To meet general financing requirements of the Company, including capital stock growth and transfer in the ownership of Company Stock; and

(c) To receive loans (or other extensions of credit) to finance the acquisition of Company Stock, with such loans (or credits) secured primarily by a commitment by the Company to pay Employer Contributions to the Trust in amounts sufficient to enable principal and interest on such loans to be repaid.

Section 1.03. This Plan, effective January 1, 1982 and amended and restated at various times thereafter, is a combination of a stock bonus plan under Section 401(a) of the Code, and an employee stock ownership plan within the meaning of Section 4975(e)(7) of the Code and Section 407(d)(6) of ERISA. A tax credit portion of this Plan, effective January 1, 1981 and suspended following contributions for the Plan Year ended December 31, 1986, was terminated effective January 1, 1994 with all Participants' tax credit accounts merging with the Participants' Company Stock Accounts under the Plan. As part of this amendment and restatement, the Plan is being amended to comply with recent tax law changes (such amendment generally being effective as of January 1, 1997 unless as otherwise provided).

Section 1.04. All Trust Assets acquired under the Plan as a result of Employer Contributions, income and other additions to the Trust will be administered, distributed, forfeited and otherwise governed by the provisions of the Plan. All such assets will be held in the Trust by the Trustee in accordance with the provisions of the Trust Agreement. This Plan shall be administered by a Committee for the exclusive benefit of Participants (and their Beneficiaries).

ARTICLE II
DEFINITIONS

In this Plan, whenever the context so indicates, the singular or plural and the masculine, feminine or neuter gender shall each be deemed to include the others; the term "he", "his", and "him" shall refer to an Employee or a Participant; references to a section of the Code, Treasury Regulation, Labor Regulation or ERISA shall include any subsequent amendments to such section; and the capitalized terms shall have the following meanings:

Section 2.01. Account. One of the accounts maintained to record the allocated interest of each Participant in the Plan.

Section 2.02. Affiliated Company. Affiliated Company shall mean (i) any corporation or entity which is a member of a controlled group of corporations or other entities with the Company (as defined in Sections 414(b) and 414(c) of the Code and, for purposes of Section 6.03, as modified by Section 415(h) of the Code), (ii) any organization (whether or not incorporated) which is a member of an affiliated service group with the Company (as defined in Section 414(m) of the Code), and (iii) any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.

Section 2.03. Anniversary Date. The 31st day of December of each Plan Year.

Section 2.04. Approved Absence. A leave of absence from work approved for an Employee by an Employer under its established leave policy.

Section 2.05. Beneficiary. The person (or persons) entitled to receive any benefits under the Plan in the event of a Participant's death.

Section 2.06. Board of Directors. The present or any succeeding Board of Directors of the Company.

Section 2.07. Break in Service. An elapsed period of twelve (12) consecutive months following a Participant's Termination of Service during which the Participant does not perform an Hour of Service. In the case of an Employee who takes a leave of absence and subsequently returns to work under circumstances that, under the Family and Medical Leave Act of 1993, entitle such Employee upon his return to an equivalent position with the Employer, the period of such leave shall not be counted in determining whether the Employee has incurred a Break in Service.

Section 2.08. Capital Accumulation. A Participant's vested (nonforfeitable) interest in his Accounts under the Plan.

Section 2.09. Code. The Internal Revenue Code of 1986, as amended.

Section 2.10. Committee. The Committee appointed by the Board of Directors to administer the Plan and to give instructions to the Trustee.

Section 2.11. Company. DENTSPLY International Inc. and its successors and assigns.

Section 2.12. Company Stock. Any qualifying employer security within the meaning of Section 407(d)(5) of ERISA and regulations thereunder.

Section 2.13. Company Stock Account. An Account of a Participant which is credited with his allocable share of Company Stock purchased and paid for by the Trust or contributed to the Trust.

Section 2.14. Covered Compensation. The total cash compensation paid to a Participant by an Employer for a Plan Year, including salary and wages, overtime-compensation, vacation pay, bonuses and commissions, and any accrued vacation pay, commissions and bonuses due a Participant retiring during the Plan Year as a result of service in that Plan Year, but excluding any contributions to this Plan and any other deferred compensation plan. As of January 1, 1998, Covered Compensation shall include amounts contributed by the Employer pursuant to a salary reduction agreement which is not includible in the gross income of the Participant under Sections 125, 402(h)(1)(B), 402(e)(3), 403(b) of the Code or, effective January 1, 2001, Code Section 132(f)(4).

In addition to other applicable limitations set forth in the Plan, an notwithstanding any other provision of the Plan to the contrary, the annual Covered Compensation of each Employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is $150,000 ($160,000 effective January 1, 1997), as adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applied to any period, not exceeding 12 months, over which Covered Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. Any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth herein. As of the Effective Date, the family aggregation rules required under Code Sections 414(q)(6) and 401(a)(17) are no longer applicable.

Effective on or after January 1, 2002, the annual Covered Compensation of each Participant taken in account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Covered Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the "determination period"). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Section 2.15. Credited Service. The elapsed period of a Participant's Service computed in full years from his initial Employment Date to his first Termination of Service which is followed by a Break in Service, and, if reemployed after a Break in Service, from any Reemployment Date to the following Termination of Service which is followed by a Break in Service. Fractional years of Service shall be rounded to the nearest whole year. Non-union Employees of acquired companies or divisions shall be given Credited Service for the purpose of determining vesting rights pursuant to Section 9.03 for all prior service as follows:

(a) Employees of Cooper Lasersonics provided said Employees were on the payroll of the Employer as of January 10, 1987.

(b) Employees of Ceramco Inc. and Ceramco Manufacturing Co. for all prior service with the Ceramco Inc. and Ceramco Co. divisions of Johnson & Johnson Consumer Products, Inc.

(c) Non-union employees of GENDEX Corporation (including the Universal Imaging division), Midwest Dental Products Corp. (including the Rinn division), and Eureka X-Ray Tube Corp., provided said Employees were on the payroll of any of these corporations as of January 1, 1994.

Section 2.16. Deferred Retirement Date. The first day of the month following the date of a Participant's actual retirement after his Normal Retirement Date.

Section 2.17. Disability Retirement Date. The first day of the month following the date on which a Participant's Service is terminated due to a Permanent Disability.

Section 2.18. Effective Date. January 1, 1997, or such other date described herein.

Section 2.19. Early Retirement Date. The first day of the month following the month in which a Participant incurs a Termination of Service prior to his Normal Retirement Date following attainment of age 55 and completion of at least 10 years of Credited service.

Section 2.20. Employee. Any employee employed in the United States of America or the Commonwealth of Puerto Rico by an Employer, including expatriate employees employed by the Employer on temporary assignment outside of the United States or Puerto Rico, and any employee covered by the insurance system established by Title II of the Social Security Act pursuant to an agreement the Company has entered into with the Secretary of the Treasury under Code Section 3121(1) of the Code to cover employees who are citizens or residents of the United States or the Commonwealth of Puerto Rico for Social Security purposes; provided, however, that in the event the Company merges or consolidates with another company, then, unless the board of directors of the surviving company determines otherwise by resolution, the term "Employee" shall not include any person employed in any plant, operation, or location which was not a part of the Company immediately prior to such merger or consolidation. The term Employee shall include Leased Employees.

Section 2.21. Employer. The Company and any Affiliated Company which has been designated by the Company as an Employer under this Plan and which has accepted such designation and has agreed to be bound by the terms of the Plan and Trust Agreement.

Section 2.22. Employer Contributions. Payments made to the Trust by an Employer.

Section 2.23. Employer Securities. Shares of Common Stock which meet the requirements of Section 409(1) of the Code which include: (1) common stock issued by the Employer (or a corporation which is a member of the same controlled group) which is readily tradable on an established securities market, or (2) if there is no common stock which meets the requirements of (1) above, common stock issued by the Employer (or by a corporation which is a member of the same controlled group) having a combination of voting power and dividend rights equal to or in excess of (a) that class of common stock of the Employer (or of any other such corporation) having the greatest voting power, and (b) that class of common stock of the Employer (or of any other such corporation) having the greatest dividend rights. Noncallable preferred stock shall be treated as Employer Securities, if such stock is convertible at any time into stock which meets the requirements of (1) or (2) above, and if such conversion is at a conversion price which (as of the date of the acquisition by the Plan) is reasonable.

Section 2.24. Employment Date. The first day on which an employee of the Employer completes an Hour of Service with such company.

Section 2.25. ERISA. The Employee Retirement Income Security Act of 1974, as amended.

Section 2.26. Forfeiture. Any portion of a partially vested or non-vested Participant's Company Stock, Mutual Fund and [Other Investment Accounts] which does not become part of his Capital Accumulation upon the earliest of:

(a) The first Anniversary Date subsequent to the date a Participant received a distribution of the vested portion of his Account(s); or

(b) The Anniversary Date of the year in which five (5) consecutive one (1) year breaks in service have occurred, beginning with the year in which a Break in Service (as defined in Section 2.07) first occurs.

Section 2.27. Highly Compensated Employee. As of the Effective Date, a "Highly Compensated Employee" is defined as one of the following:

(a) an Employee who was a 5-percent owner (as defined in Section 416(i)(1) of the Code as a more-than-5 percent owner) of the Employer at any time during the current or the preceding year; or (b) and Employee who, for the preceding year, (i) had compensation, as defined below, from the Employer in excess of $80,000 (as adjusted by the Secretary of Labor pursuant to Code Section 415(d), except that the base period shall be the calendar quarter ending September 30, 1996); and (ii) if the Company elects the application of this clause for such preceding year, was in the top-paid group of Employees for such preceding year.

For this purpose, an Employee is in the top-paid group of Employees for any year if such Employee is in the group consisting of the top twenty percent (20%) of the Employees when ranked on the basis of compensation paid during such year.

A former Employee shall be treated as a Highly Compensated Employee if (A) such Employee was a Highly Compensated Employee when such Employee separated from service, or (B) such Employee was a Highly Compensated Employee at any time after attaining age 55.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of Employees in the top-paid group, will be made in accordance with Code Section 414(q) and the regulations thereunder.

For purposes of this subsection, the term "compensation" means compensation within the meaning of Code Section 415(c)(3). The determination will be made without regard to Code Sections 125, 402(e)(3), and 402(h)(1), and, in the case of employer contributions made pursuant to a salary reduction agreement, without regard to Code Section 403(b).

Effective on or after January 1, 1998, for purposes of this Subsection, the term compensation means compensation within the meaning of Code Section 415(c)(3) and includes amounts not currently includable in the Participant's gross income by reason of application of Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or effective on or after January 1, 2001, Code Section 132(f).

Section 2.28. Hour of Service. (i) Each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer; and (ii) each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer during which no duties are performed by reason of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Each Hour of Service for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer shall be included under either (i) or (ii) as may be appropriate. An Employee will not be entitled to credit for any hour for payments made or due under a plan maintained solely to comply with applicable workmen's compensation, unemployment compensation or long-term disability insurance laws or for payments made solely to reimburse an Employee for medical or medically-related expenses incurred by an Employee. The number of Hours of Service to be credited for periods during which an Employee performs no duties and the crediting of Hours of Service to specific Plan Years shall be determined by the Committee in accordance with subsections (b) and (c), respectively, of Labor Regulation Section 2530.200b-2. The procedure used to calculate and credit Hours of Service shall be as follows: (i) Part-time Employees shall be given credit for the actual number of Hours of Service accumulated; (ii) All other Employees shall be given credit for one hundred and ninety (190) Hours of Service for each calendar month of employment in which the Employee is entitled to be credited with at lease one (1) Hour of Service accumulated.

Section 2.29. Leased Employee. As of the Effective Date, any person (other than a common law employee) who pursuant to an agreement between the Employer and a leasing organization who has performed services for the Employer (or for the Employer and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Notwithstanding the foregoing, a Leased Employee shall not be considered an employee of the Employer if Leased Employees do not constitute more than twenty percent (20%) of the Employer's non-highly compensated work force, within the meaning of Section 414(n)(5)(C)(ii) of the Code. Leased Employee shall not include those leased employees covered by a plan described in Section 414(n)(5)(B) of the Code, unless otherwise provided by the terms of the Plan.

Section 2.30. Loan. Any loan to the Trustee made or guaranteed by a disqualified person (within the meaning of Section 4975(e)(2) of the Code), including, but not limited to, a direct loan of cash, a purchase-money transaction, an assumption of an obligation of the Trustee, an unsecured guarantee or the use of assets of a disqualified person (within the meaning of Section 4975(e)(2) of the Code) as collateral for a loan.

Section 2.31. Mutual Fund Account. An Account of a Participant that includes the mutual fund investments that have been purchased and paid for by the Trust for the account of the Participant.

Section 2.32. Normal Retirement Date. The first day of the month following the month during which a Participant attains age sixty-five (65).

Section 2.33. Other Investments Account. An Account of a Participant which is credited with his share of the net income (or loss) of the Trust and Employer Contributions and Forfeitures in other than Company Stock and which is debited with payments made to pay for Company Stock and mutual fund investments.

Section 2.34. Participant. Any Employee (or former Employee) who has met the eligibility requirements set forth in Article III and is participating in this Plan.

Section 2.35. Part-Time Employee. An Employee whose regular hours are not intended to exceed (i) twenty (20) hours of work per week, or (ii) a period of twelve (12) consecutive months.

Section 2.36. Permanent Disability. A physical or mental condition which causes a Participant to be unable to engage in any occupation or employment for which he is qualified or may reasonably become qualified by reason of his education, training or experience as determined by the Committee on the basis of a certificate from a physician approved by the Committee.

Section 2.37. Plan. The Dentsply Employee Stock Ownership Plan, as amended from time to time.

Section 2.38. Plan Year. The calendar year.

Section 2.39. Qualified Business Unit. An Employer or a separate business unit or division thereof that is treated for financial accounting purposes as a separate profit center.

Section 2.40. Qualified Election Period. With respect to a Qualified Participant, the period of six (6) Plan Years commencing with the Plan Year in which the Participant first became a Qualified Participant.

Section 2.41. Qualified Participant. A Participant who has participated in this Plan for at least ten (10) years and has attained age fifty-five (55).

Section 2.42. Reemployment Date. The first day on which an Employee completes an Hour of Service with an Employer following a Break in Service.

Section 2.43. Service. Employment with an Employer.

Section 2.44. Termination of Service. The date an Employee quits, is discharged, retires or dies, or the first anniversary of the date an Employee is absent from Service for any other reason such as Approved Absence, disability leave, vacation or layoff.

Section 2.45. Trust. The Dentsply Employee Stock Ownership Trust, created by the Trust Agreement entered into between the Company and the Trustee.

Section 2.46. Trust Agreement. The agreement between the Company and the Trustee (or any successor Trustee) establishing the Trust and specifying the duties of the Trustee.

Section 2.47. Trust Assets. All cash, Company Stock and other property held in the Trust for the exclusive benefit of Participants (and their Beneficiaries).

Section 2.48. Trustee. The Trustee (and any successor Trustee) designated by the Board of Directors which agrees to serve by executing the Trust Agreement.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

Section 3.01. Eligibility for Participation.

(a) Each Employee on the Effective Date shall automatically continue as a Participant in the Plan.

(b) Each other Employee shall become a Participant in the Plan on the Anniversary Date coinciding with or following his Employment Date if he remains employed on such Anniversary Date.

(c) Employees covered by a collective bargaining agreement (as defined by the Secretary of Labor) between Employees' representatives and one or more Employers are not eligible to participate in the Plan if retirement benefits were the subject of good faith bargaining between such Employees' representatives and the Employer or Employers and such collective bargaining agreement does not provide for participation in this Plan. In the event any Employees become covered by such an agreement, they will become ineligible to participate in this Plan as of the date they become so covered unless the agreement otherwise provides; provided, however, that if they cease to be ineligible, under this Section, they will automatically become eligible to qualify for participation as of the date that they cease to be ineligible with Credited Service from their date of hire.

(d) Leased Employees shall not be eligible to participate in the Plan.

(e) Each non-union Employee actively employed by the GENDEX or Universal Imaging divisions of the Company or by Midwest Dental Products Corp. (including the Rinn division) or by Eureka X-Ray Tube Corp. shall be eligible to participate in the Plan as of January 1, 1994 and thereafter in accordance with the terms and conditions of the Plan.

(f) Employees who are designated as independent contractors shall not be eligible to participate in the Plan even if a court administrative agency determines that such individuals are common law employees and not independent contractors.

Section 3.02. Commencement of Participation. The Committee shall notify each Employee of his eligibility to participate and of the Plan terms as soon as practicable after he becomes eligible. Every Employee upon becoming eligible for participation shall become a Participant; provide such data as required by the Committee and, be deemed to assent to the terms of this Plan and the Trust Agreement, including all amendments thereto, in the manner herein authorized.

Section 3.03. Cessation of Participation. In addition to cessation of participation as defined in Section 3.01(c) above, a Participant shall cease to be a Participant if he has a Break in Service for any reason.

Section 3.04. Reemployment. A Participant who has incurred a Termination of Service followed by a Break in Service shall be reinstated as a Participant as of his Reemployment Date. A non-vested Participant's prior Service shall be disregarded as to vesting in his Accounts if the number of consecutive one (1) year Breaks in Service equals or exceeds the greater of five (5) years or the number of years of Credited Service completed prior to the Break in Service. A vested Participant who incurs one or more consecutive one (1) year Breaks in Service shall have all of his prior Credited Service reinstated upon completion of an additional year of Credited Service.

Section 3.05. Transfers. Should any Participant transfer employment to another Employer under the Plan, his participation will continue based upon his Covered Compensation from each Employer. Should a Participant transfer employment to an Affiliated Company which is not an Employer under this Plan, his participation will continue, but he will share in the allocations of Employer Contributions and Forfeitures only to the extent of his Covered Compensation from an Employer.

Section 3.06. Leave of Absence. If a Participant is granted an Approved Absence, his participation is not terminated and his Service will include the period of the Approved Absence.

Section 3.07. Committee's Determination of Eligibility. Any question as to the eligibility of any Employee hereunder shall be determined by the Committee in accordance with the terms hereof, and such determination shall be final and conclusive for all purposes.

Section 3.08. Military Service. Notwithstanding any provision of the Plan to the contrary, contribution benefits and service credit with respect to military service shall be provided in accordance with Section 414(u) of the Code.

ARTICLE IV
CONTRIBUTIONS

Section 4.01. Employer Contributions. As of the close of each Plan Year, annual Employer Contributions shall be paid to the Trustee as provided in section 4.02.

Section 4.02. Payment of Employer Contributions.

(a) For each Plan Year, Employer Contributions may be paid to the Trustee in such amounts (or under such formula) as may be determined by the board of directors (and communicated to Participants) not later than the due date for filing the Company's Federal income tax return, including any extensions of such due date; provided that such Employer Contributions shall not be paid to the Trust in amounts which would permit the limitation described in Section 6.03 to be exceeded.

(b) Employer Contributions may be paid to the Trust in cash or in shares of Company Stock, as determined by the Board of Directors; provided that: (i) Employer Contributions shall be paid in cash in such amounts and at such times, as needed to provide the Trust with funds sufficient to pay in full when due any principal and interest payments required by a Loan incurred by the Trustee pursuant to Article V to finance the acquisition of Company Stock, except to the extent such principal and interest payments have been satisfied by the Trustee from cash dividends paid to it with respect to Company Stock acquired with the proceeds of such Loan; and (ii) all Employer Contributions paid to the Trust on behalf of the Employees of Ceramco Manufacturing Co. shall be made in cash and shall be used to purchase Company Stock at the current fair market value. The Board of Directors shall determine how Employer Contributions shall be allocated among each of the Qualified Business Units for each Plan Year. The amount of Employer Contributions so allocated to a Qualified Business Unit shall be allocated to the Employees of such Qualified Business Unit in accordance with Section 6.02.

(c) Employer Contributions may be returned to the Employer if (i) made in excess of the amount deductible by the Employer for its taxable year, or (ii) made because of a reasonable mistake as to the facts and circumstances existing at the time the contribution was fixed; provided, however, that such return is limited, respectively, to (i) that portion in excess of the amount deductible for the Employer's taxable year which is not necessary to enable the Trustee to make Loan payments, or (ii) that portion of the contribution attributable to a reasonable mistake of fact, and further provided that any such return must be made within one (1) year of the date the deduction was disallowed or the mistaken contribution was made.

Section 4.03. No Participant Contributions. No Participant shall be required or permitted to make contributions to the Plan.

Section 4.04. No Eligible Rollover Distributions. No Participant shall be permitted to make an eligible rollover distribution from any other retirement plan to the Plan.

ARTICLE V
INVESTMENT OF TRUST ASSETS

Section 5.01. Investment of Trust Assets. Trust Assets under the Plan will be invested primarily in Company Stock. Employer Contributions, and all other Trust Assets, including cash dividends paid on Company Stock, may be used to acquire shares of Company Stock from Company shareholders (including former Participants) or from the Company, except that any Company Stock acquired with the proceeds of a Loan shall be limited to Employer Securities. However, the proceeds of a Loan may be invested by the Committee for a reasonable period, as determined by the Committee, until Employer Securities are purchased. Trust Assets not acquired with the proceeds of a Loan may also be invested by the Trustee in savings accounts, certificates of deposit, short-term securities, equity stocks, bonds, or other investments desirable for the Trust, insurance policies on the lives of Participants, key employees or stockholders of the Company, mutual fund investments selected by the Committee which are credited to the Mutual Fund Accounts of Participants, or Trust Assets may be held in cash. All investments will be made by the Trustee only upon the direction of the Committee. The Committee may permit Participants to direct the investment of their Mutual Fund Account in one or more mutual funds approved by the Committee. The Committee may direct that all Trust Assets be invested and held in Company Stock, except as otherwise required by law.

Section 5.02. Purchases of Company Stock. All purchases of Company Stock by the Trust will be made at a price, or at prices, which, in the judgment of the Committee, do not exceed the fair market value of such Company Stock. The determination of fair market value of Company Stock for all purposes under the Plan shall be made by the Committee (i) if the shares of Company Stock are publicly traded within the meaning of Treasury Regulation Section 54.4975-7(b)(1)(iv), based upon the fair market value as quoted on an established securities market the date the Company Stock is purchased, or (ii) if the Company Stock is not publicly traded, based upon the value determined by an independent appraiser having expertise in rendering such evaluations.

Section 5.03. Sales of Company Stock. The Committee may direct the Trustee to sell or resell shares of Company Stock to any person, including the Company, provided that any such sales to any disqualified person, as defined by Section 4975(e)(2) of the Code, including the Company, will be made at not less than the fair market value as determined under Section 5.02 and no commission is charged. Any such sale shall be made in conformance with Section 408(e) of ERISA. Except as provided in Section 5.05, all sales of Company Stock by the Trustee will be charged pro rata to the Company Stock Accounts of the Participants.

Section 5.04. Exempt Loan.

(a) The Committee may direct the Trustee to obtain Loans. Any such Loan shall meet all 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 (and their Beneficiaries). The proceeds of any such Loan shall be used, within a reasonable time after the Loan is obtained, only to purchase Employer Securities, repay the Loan, or repay any prior Loan. Any such Loan shall provide for no more than a reasonable rate of interest, as determined under Treasury Regulation 54.49757(b)(7), and must be without recourse against the Plan. The number of years to maturity under the Loan must be definitely ascertainable at all times. The only assets of the Plan that may be given as collateral for a Loan are shares of Employer Securities acquired with the proceeds of the Loan and shares of Employer Securities that were used as collateral on a prior Loan repaid with the proceeds of the current Loan. Such Employer Securities so pledged shall be placed in a suspense account. No person entitled to payment under a Loan shall have recourse against Trust Assets other than such collateral, Employer Contributions that are available under the Plan to meet obligations under the Loan, and earnings attributable to such collateral and the investment of such Employer Contributions.

All Employer Contributions paid during the Plan Year in which a Loan is made (whether before or after the date the proceeds of the Loan are received), all Employer Contributions paid thereafter until the Loan has been repaid in full, and all earnings from investment of such Employer Contributions, without regard to whether any such Employer contributions and earnings have been allocated to Participant's [Other Investments Accounts], shall be available to meet obligations under the Loan, unless otherwise provided by the Company at the time any such Employer Contribution is made. Any pledge of Employer Securities must provide for the release of shares so pledged, as provided below, upon the payment of any portion of the Loan. For each Plan Year during the duration of the Loan, the number of shares of Employer Securities released from such pledge must equal the number of encumbered securities held immediately before release for the current Plan Year multiplied by a fraction. The numerator of the fraction is the amount of principal paid for the year. The denominator of the fraction is the sum of the numerator plus the principal to be paid for all future years. Such years will be determined without taking into account any possible extension or renewal periods. At the discretion of the Committee, on a Loan-by-Loan basis, the numerator and denominator of the fraction may be changed to principal and interest rather than principal only. If the collateral includes more than one class of Employer Securities, the number of shares of each class to be released for a Plan Year must be determined by applying the same fraction to each class.

(b) Payments of principal and interest on any such Loan during a Plan Year shall be made by the Trustee (as directed by the Committee) only from (1) Employer Contributions, and earnings from such Employer Contributions, to the Trust made to meet the Plan's obligation under a Loan and from any earnings attributable to Employer Securities held as collateral for a Loan (both received during or prior to the Plan Year), less such payment in prior years; (2) the proceeds of a subsequent Loan made to repay a prior Loan; and (3) the proceeds of the sale of any Employer Securities held as collateral for a Loan. Such Employer Contributions and earnings must be accounted for separately by the Plan until the Loan is repaid.

(c) Employer Securities released by reason of the payment of principal or interest on an ESOP Loan will be credited pro rata to Participants' Company Stock Accounts on the Anniversary Date of the Plan Year in which such payment of principal is made.

(d) The Employer shall contribute to the Trust sufficient amounts to enable the Trust to pay principal and interest on any such Loans as they are due; provided, however, that no such Employer contributions shall exceed the limitations in Section 6.03. In the event that such Employer Contributions by reason of the limitations in Section 6.03 are insufficient to enable the Trust to pay principal and interest on such Loan as it is due, then upon the Trustee's request the Employer shall:

(1) Make a Loan to the Trust, as described in Treasury Regulation Section 54.49757(b)(4)(iii), in sufficient amounts to meet such principal and interest payments. Such new Loan shall also meet all requirements of an "exempt loan" within the meaning of Treasury Regulation Section 54.4975-7(b)(1)(iii). Employer Securities released from the pledge of the prior loan shall be pledged as collateral to secure the new Loan. Such Employer Securities will be released from this new pledge and allocated to the Accounts of the Participants in accordance with applicable provisions of the Plan; or

(2) Purchase any Employer Securities pledged as collateral in an amount necessary to provide the Trustee with sufficient funds to meet the principal and interest repayments. Any such sale by the Plan shall meet the requirements of Section 408(e) of ERISA; or

(3) Any combination of the foregoing. However, the Employer shall not, pursuant to the provisions of this subsection, do, fail to do, or cause to be done any act or thing which would result in a disqualification of the Plan as a leveraged employee stock ownership plan under the Code.

(e) Right of First Refusal. Shares of Employer Securities or Company Stock distributed by the Trustee may be subject to a "right of first refusal". Such a "right" shall provide that prior to any subsequent transfer, the shares shall first be offered in writing to the Company at a price equal to the greater of (1) the then fair market value of such shares of Employer Securities as determined in good faith by the Committee, from time to time, or (2) the purchase price offered by a buyer, other than the Company or Trustee, making a good faith (as determined by the Committee) offer to purchase such shares of Employer Securities or Company Stock. The Trust or the Company, as the case may be, may accept the offer as to part or all of the Employer Securities or Company Stock at any time during a period not exceeding fourteen (14) days after receipt of such offer by the Trust, on terms and conditions no less favorable to the shareholder than those offered by the independent third party buyer. Any installments purchase shall be made pursuant to a note secured by the shares purchased and shall bear a reasonable rate of interest as determined by the Committee, provided that if the offer is not accepted by the Trust, the Company, or both, then the proposed transfer may be completed within a reasonable period following the end of the fourteen (14) day period, but only upon terms and conditions no less favorable to the shareholder than the terms and conditions of the third party buyer's prior offer. Shares of Employer Securities and Company Stock which are publicly traded within the meaning of Treasury Regulation Section 54.4975-7(b)(1)(iv) at the time such right may otherwise be exercise shall not be subject to this "right of first refusal".

(f) Put Option. Shares of Employer Securities acquired with the proceeds of a Loan by the Trust shall be subject to a "put" option at the times set forth below provided that at such times such shares are not readily tradable on an established securities market within the meaning of Section 409(h)(1)(B) of the Code. The "put" option shall be exercisable by the Participant or Beneficiary, by the donees of either, or by a person (including an estate or its distributee) to whom the Employer Securities pass by reason of the Participant's or Beneficiary's death. The "put" option shall provide that for a period of at least sixty (60) consecutive days immediately following the date the shares are distributed to the holder of the "put" option and for a sixty (60) consecutive day period immediately following the date the holder of the "put" option is informed of the value of Company Stock as of the Anniversary Date coinciding with or next following the date the shares were distributed to the holder of the "put" option, the holder of the "put" option shall have the right to cause the Company, by notifying it in writing, to purchase such shares at their fair market value, as determined by the Committee. The Committee may direct the Trustee to assume the rights and obligations of the Company at the time the "put" option is exercised, insofar as the repurchase of Employer Securities is concerned. The period during which the "put" option is exercisable shall not include any period during which the holder is unable to exercise such "put" option because the Company is prohibited from honoring it by Federal or State law.

The terms of payment for the purchase of such shares of Employer Securities shall be as set forth in Section 10.02(b). The "put" option provided for by this Section shall continue to apply to shares of Employer Securities purchased by the Trustee with the proceeds of a Loan as described herein notwithstanding any amendment to or termination of this Plan which causes the Plan to cease to be a leveraged employee stock ownership plan within the meaning of Section 4975(e)(7) of the Code.

Section 5.05. Diversification of Investments.

(a) Each Qualified Participant, upon written notice to the Committee received within ninety (90) days (or such longer period as may be established by the Committee) after the close of each Plan Year within the Qualified Election Period of such Qualified Participant, may elect to direct the Committee to diversify, in the manner set forth in subsection (b) below, that number of shares of Company Stock allocated to his Company Stock Account determined by:

(i) determining the number of shares of Company Stock eligible for diversification under Section 401(a)(28)(B) of the Code and the provisions hereof and allocated to his Company Stock Account as of the Anniversary Date immediately preceding the date of such election;

(ii) adding to the amount determined under (i) above the number of shares of Company Stock, if any, deemed under Section 401(a)(28)(B) of the Code to have been previously diversified by such Qualified Participant;

(iii)multiplying the amount in (ii) above by twenty-five percent (25%) or, in the case of the last year in the Qualified Participant's Qualified Election Period, fifty percent (50%);

(iv) subtracting from the amount in (iii) above the number of shares of Company Stock, if any, deemed under Section 401(a)(28)(B) of the Code to have been previously diversified by such Qualified Participant.

Notwithstanding any other provision of this Plan to the contrary, in determining the number of shares of Company Stock subject to a Qualified Participant's diversification election, only shares of Company Stock acquired by the Trust after December 31, 1986 shall be taken into account; shares acquired by the Trust on or before December 31, 1986 shall be disregarded for this purpose even if such shares are not allocated to the Accounts of Participants until after December 31, 1986.

(b) In the event that a Qualified Participant provides notice of an election to diversify a portion of his Company Stock Account pursuant to subsection (a) above, then no later than one hundred eighty (180) days (or such longer period as may be established by the Committee) after the first day of the Plan Year in which such election is filed, a cash distribution shall be made to the Mutual Fund Account of the Qualified Participant in an amount equal to the fair market value of the number of shares of Company Stock diversified; provided, however, that if the shares of Company Stock as to which an election is filed are readily tradable on an established securities market within the meaning of Section 409(h)(1)(B) of the Code at the time such election is filed, then such fair market value shall equal the proceeds received by the Trustee upon the sale of such shares on such securities market less any applicable transaction costs.

ARTICLE VI
ALLOCATIONS

Section 6.01. Allocations to Participants' Accounts.

(a) Separate Company Stock Accounts, Mutual Fund Accounts and [Other Investments Accounts] will be established to reflect Participants' interests under the Plan. Records shall be kept by the Committee from which can be determined the portion of each [Other Investments Account] which at any time is available to meet Loan obligations and the portion which is not so available as determined pursuant to Section 5.04.

(b) Each Company Stock Account maintained for each Participant under the Plan will be credited with his allocated share of Company Stock (including fractional shares) purchased and paid for by the Trust or contributed in kind to the Trust, with Forfeitures of Company Stock, and with any stock dividends on Company Stock allocated to his Company Stock Accounts. Company Stock acquired by the Trust with the proceeds of a Loan obtained pursuant to Section 5.04 shall be allocated to the Company Stock Accounts of Participants as the Company Stock is released from suspense accounts as provided for in Section 5.04.

(c) Each [Other Investments Account] maintained for each Participant under the Plan will be credited (or debited) with its share of the net income (or loss) of the Trust, with any cash dividends on Company Stock allocated to his Company Stock Accounts, and with Employer Contributions in cash and Forfeitures in other than Company Stock or mutual fund investments. Each such [Other Investments Account] will be debited for its share of any cash payments for the acquisition of Company Stock for the benefit of Company Stock Accounts or for any repayment of principal and interest on any Loan or other debt chargeable to Participants' Company Stock Accounts; provided that only the portion of each [Other Investments Account] which is available to meet obligations under Loans as determined pursuant to the provisions of Section 5.04(a) shall be used to pay principal or interest on a Loan. Each [Other Investments Account] will be debited for its share of cash payments for the acquisition of mutual fund investments to be credited to each Participant's Mutual Fund Account. However no portion of the accounts of an Employee of Ceramco Manufacturing Co. shall be used to make any repayment of principal on any Loan or debt of the Trust.

(d) Each Mutual Fund Account maintained for each Participant will be credited with his share of mutual fund investments purchased and paid for by the Trust.

Section 6.02. Allocable Shares.

(a) Employer Contributions allocable to a particular Qualified Business Unit, and any shares of Company Stock released from a suspense account in accordance with Section 5.04(a) and attributable to such Employer Contributions, shall be allocated among eligible Participants employed by such Qualified Business Unit by multiplying the aggregate of the amounts to be allocated to the Company Stock Accounts or [Other Investments Accounts] times a fraction, the numerator of which is such Participant's total Covered Compensation for such Plan Year and the denominator of which is the aggregate Covered Compensation of all Participants who are employed by that Qualified Business Unit and who are entitled to an allocation for such Plan Year.

(b) Except for reasons of death, Permanent Disability, Approved Absence, or Early, Normal or Deferred retirement, a Participant must complete at least 1,000 Hours of Service in the Plan Year and have not incurred a Termination of Service prior to the Anniversary Date in order to share in the allocation of Employer Contributions and Forfeitures for such Plan Year.

Section 6.03. Allocation Limitations.

(a) For each Plan Year, the annual addition to the Accounts of a Participant may not exceed the lesser of:

(1) 25% of his compensation, within the meaning of Code Section 415(c)(3); or

(2) $30,000 or, if greater, one-quarter of the dollar limitation then in effect under Code Section 415(b)(1)(A) for Plan Years ending after December 31, 1986. Effective January 1 of each calendar year beginning January 1, 1986, the maximum dollar limitation set forth herein shall be the amount determined by the Secretary of the Treasury (or his delegate) under Section 415(d)(1) of the Code.

For the purpose of this paragraph, the limitation referred to above shall apply to the sum, for any Plan Year, of (i) Employer Contributions and Forfeitures, if any, allocated to a Participant's account under this Plan and (ii) employer contributions, employee contributions and forfeitures allocated to a Participant's accounts under all other defined contribution plans maintained by the Employer. If this limitation would be exceeded as to any Participant, the allocation of Employer Contributions and Forfeitures would be reduced, with respect to such Participant, with a reallocation made to other Participants according to the allocable share of each as determined under Section 6.02 (to the extent not exceeding the limitation). Employer Contributions or Forfeitures which cannot be reallocated to other Participant Accounts by reason of this limitation shall be treated (for allocation purposes) as Employer Contributions and Forfeitures for the next succeeding Plan Year.

Effective on or after January 1, 1998, the compensation referred to above shall include amounts contributed by the Employer pursuant to a salary reduction agreement which is not includible in the gross income of the Participant under Code Sections 125, 402(b)(1)(B), 402(e)(3), 403(b) or, effective January 1, 2001, Code Section 132(f)(4).

Notwithstanding the foregoing, if no more than one-third of Employer Contributions for a Plan Year are allocated to Highly Compensated Employees annual additions shall not include Employer Contributions applied to the repayment of interest on a Loan or Forfeitures of Employer Securities acquired with the proceeds of a Loan.

Effective on or after January 1, 2002, the maximum annual addition that may be contributed or allocated on behalf of a Participant under the Plan for any limitation year shall not exceed the following:

(i) $40,000, as adjusted for increases in the cost-of-living under Code Section 415(d), or

(ii) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in (ii) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

(b) In the event a Participant participates in a defined benefit plan or plans maintained by his Employer, the ratio of the aggregate annual additions to a Participant's Accounts under this Plan and any other defined contribution plan maintained by his Employer to the maximum aggregate annual additions which could have been made for all Years of Service with the Employer, when added to the ratio of a Participant's annual retirement benefit under a defined benefit plan to the lesser of 100% of such Participant's compensation for such Plan Year averaged over his three highest consecutive years of compensation or $90,000 (or the amount determined in accordance with regulations prescribed by the Secretary of the Treasury) shall not exceed 1.25.

The provisions of Subsection 6.03(b) shall not be effective on or after January 1, 2000.

(c) In the event that the allocation of Employer Contributions and Forfeitures as provided in this Section would result in an allocation to a Participant in excess of the foregoing limit on annual additions, any such excess to the extent of Forfeitures will be reallocated among the Accounts of the other Participants (subject to such limit on annual additions) as provided in this Section for the allocation of Forfeitures; to the extent that such excess exceeds the amount of Forfeitures, any additional excess will be reallocated among the Accounts of the other Participants (subject to such limit on annual additions) as provided in this Section for the allocation of Employer Contributions. Any such amounts that cannot be allocated to Participant's Accounts within the foregoing limits will be credited to a suspense account and reallocated as of the Anniversary Date among the then Participants as provided in this Section for Forfeitures. In the event the Plan is terminated and there are amounts which cannot be allocated to Participant's Accounts due to the foregoing limits, such amounts will be returned to the Employer.

(d) For purposes of the application of Section 415 of the Code to all defined benefit and defined contribution plans presently maintained, or to be established and maintained in the future, by any Affiliated Company, the "limitation year" shall be the accounting period of the Company for Federal income tax purposes.

Section 6.04. Allocation of Net Income (or Loss) of the Trust. The net income (or loss) attributable to Trust Assets for each Plan Year will be determined as of each Anniversary Date.

Each Participant's allocable share of the net income (or loss) will be allocated to his [Other Investments Accounts] in the ratio in which the credit balance of each such Account on the preceding Anniversary Date (reduced by the amount of any distribution of Capital Accumulation from such Account) bears to the sum of such balances for all Participants as of that date. The net income (or loss) includes the increase (or decrease) in the fair market value of Trust Assets (other than Company Stock), interest income, dividends and other income (or loss) attributable to Trust Assets (other than allocated Company Stock), since the preceding Anniversary Date. For purposes of computing net income (or loss), interest paid on any Loan or installment sales contract for the acquisition of Company Stock by the Trustee shall be disregarded.

Notwithstanding anything contrary in this Section, any income (or loss) or appreciation (or depreciation) attributable to the Mutual Fund Account investments of a Participant shall be credited (or debited) to the Mutual Fund Accounts of the Participant.

Section 6.05. Accounting for Allocations. The Committee shall adopt accounting procedures for the purpose of making the allocations, valuations, and adjustments to Participants' Accounts provided for in this Article. Except as provided in Treasury Regulation Section 54.4975-11, Company Stock acquired by the Plan shall be accounted for as provided under Treasury Regulation Section 1.402(a)-1(b)(2)(ii), allocations of Company Stock shall be made separately for each class of stock, and the Committee shall maintain adequate records of the cost basis of all shares of Company Stock allocated to each Participant's Company Stock Accounts. From time to time, the Committee may modify the accounting procedures for the purpose of achieving equitable and nondiscriminatory allocations among the Accounts of Participants in accordance with the general concepts of the Plan and the provisions of this Section. Annual valuations of Trust Assets shall be made at fair market value.

Section 6.06. Special Allocation Rule. Notwithstanding any other provision of the Plan to the contrary, in the event that the Trustee acquires Company Stock from a person who elects nonrecognition treatment under Section 1042 of the Code with respect to such sale, no allocation shall be made under this Plan which would constitute a violation of the requirements of Section 409(n) of the Code.

ARTICLE VII
EXPENSES OF THE PLAN AND TRUST

Section 7.01. Expenses of the Plan and Trust. Any expenses of administering the Plan may be reimbursed by the Plan or paid by the Company. The Company may elect to pay all expenses of establishing and administering the Plan without reimbursement by the Plan. Each Employer, other than the Company, at the Company's request, shall reimburse the Company for that portion of each Plan Year's costs and expenses not reimbursed by the Plan in the ratio that the amount of Employer Contributions from each such Employer for such Plan Year bears to the aggregate Employer Contributions from all Employers for that Plan Year.

ARTICLE VIII
VOTING COMPANY STOCK

Section 8.01. Voting Rights of Participants. Each Participant (or Beneficiary of a deceased Participant) to whose Accounts shares of Company Stock have been allocated shall, as a named fiduciary within the meaning of Section 403(a)(1) of ERISA, direct the Trustee with respect to the vote of the shares of Company Stock allocated to his Accounts, and the Trustee shall follow the directions of those Participants (and Beneficiaries) who provide timely instructions to the Trustee. However, the Trustee shall vote any unallocated shares of Company Stock held by the Trust, or any allocated shares of Company Stock as to which no voting instructions have been received, in such a manner as directed by the Committee. Each Participant (or Beneficiary of a deceased Participant) shall be entitled to direct the Trustee as to whether or not to exercise any applicable statutory appraisal rights with respect to shares of Company Stock allocated to such Participant's (or such Beneficiary's) Accounts. In all other cases, the decision whether or not to exercise statutory appraisal rights shall be made by the Trustee in such manner as directed by the Committee. The Company shall furnish the Trustee and each Participant (or Beneficiary of a deceased Participant) with such information as may be required under applicable law and the Company's charter-and by-laws as applicable to security holders in general with respect to any matter put to a vote of the stockholders of the Company.

Section 8.02. Tender Offer. In the event a tender offer for Company Stock is commenced, the Committee, promptly after receiving notice of the commencement of any such tender offer, shall transfer certain of the Committee's record keeping functions under the Plan to an independent record keeper (which if the Trustee consents in writing, may be the Trustee). The functions so transferred shall be those deemed necessary by the Committee to preserve the confidentiality of any directions given by the Participants (and Beneficiaries of deceased Participants) in connection with the tender offer. The Trustee shall have no discretion or authority to sell, exchange or transfer any of such shares pursuant to such tender offer except to the extent, and only to the extent, that the Trustee is timely directed to do so in writing as follows:

(a) Each Participant (or Beneficiary of a deceased Participant) to whose Account shares of Company Stock have been allocated, shall, as a named fiduciary within the meaning of Section 403(a)(1) of ERISA, direct the Trustee with respect to the sale, exchange or transfer of the shares of Company Stock allocated to his Account, and the Trustee shall follow the directions of those Participants (and Beneficiaries) who provide timely instructions to the Trustee.

(b) The Trustee shall sell, exchange or transfer any unallocated shares of Company Stock comprising Trust Assets, or any allocated shares of Company Stock as to which no directions have been received, in such a manner as directed by the Committee. Following any tender offer that has resulted in the sale or exchange of any shares of Company Stock comprising the Trust Assets, the record keeper shall continue to maintain on a confidential basis the Accounts of Participants (and Beneficiaries) to whose Accounts shares of Company Stock were allocated at any time during such offer, until complete distribution of such Accounts or such earlier time as the record keeper determines that the transfer of the record keeping functions back to the Committee will not violate the confidentiality of the directions given by the Participants (and Beneficiaries). In the event that there is no sale or exchange of any shares of Company Stock comprising the Trust Assets pursuant to the tender offer, the record keeper shall transfer back to the Committee the record keeping functions; provided, however, the record keeper shall keep confidential any instructions which it may receive from Participants (and Beneficiaries) relating to the tender offer. For purposes of allocating the proceeds of any sale or exchange pursuant to a tender offer, the Committee or the independent record keeper, as the case may be, shall determine the portion, expressed as a percentage, of shares tendered by the Trustee that were actually sold or exchanged (the "applicable percentage").

The Committee or the independent record keeper, as the case may be, shall then treat as having been sold or exchanged from each of the individual Accounts of Participants (and Beneficiaries) that number of shares (if any) which is obtained by multiplying (i) the applicable percentage times (ii) the total number of shares in such Account that were directed to be tendered or exchanged. Any proceeds remaining after application of the preceding sentences shall be treated as proceeds from the sale or exchange of unallocated shares.

ARTICLE IX
CAPITAL ACCUMULATION

Section 9.01. Capital Accumulation. Upon Termination of Service, a Participant (or, in the case of death, his Beneficiary) shall have a vested (nonforfeitable) interest in all, a part, or none of the final balances in his Accounts in accordance with Sections 9.02 and 9.03. A Participant's (or his Beneficiary's) Capital Accumulation will be determined as set forth below as soon after his Termination of Service as practicable.

Section 9.02. Retirement, Death or Permanent Disability. Upon attainment of his Normal Retirement Date or upon Termination of Service on account of a Participant's death, Permanent Disability, or Early or Deferred retirement, a Participant shall have a nonforfeitable right to 100% of his Account(s). In such a case, the Participant's Capital Accumulation shall be determined at the time of distribution, and he will be entitled to receive an allocation of Employer Contributions and Forfeitures as described in Section 6.02 for the Plan Year in which his Termination of Service occurs.

Section 9.03. Other Termination of Service and Vesting.

(a) If a Participant incurs a Termination of Service for any reason other than attainment of his Early Retirement Date, Normal Retirement Date, Deferred Retirement Date, death, or Permanent Disability, his Capital Accumulation shall be determined at the time of distribution.

(b) If a Participant incurs a Termination of Service for any reason set forth in Section 9.03(a), above, his Capital Accumulation will be determined by the following vesting schedule:

Years of Credited Service	Nonforfeitable Percentage of Accounts
Less Than 3 Years	0%
3 Years	20%
4 Years	40%
5 Years	60%
6 Years	80%
7 or more Years	100%

(c) Each Participant shall at all times have a 100% nonforfeitable interest in the shares allocated to his Account under the former tax credit portion of this Plan which was terminated effective January 1, 1994.

Section 9.04. Forfeitures. Any portion of the final balances in a Participant's Accounts which is not vested and does not become part of his Capital Accumulation is a Forfeiture. Forfeitures shall first be applied against the shares in his Company Stock Account which were purchased by the Plan after December 31, 1986. If the Forfeiture is not sufficient to reduce the fair market value of his Capital Accumulation to the percentage of the total value of his Accounts determined under Section 9.03, the remainder of the Forfeiture shall be deducted from the Shares in his Company Stock Account which were purchased by the Plan and allocated to his Account prior to December 1, 1987, then from his Other Investments Accounts and finally from his Mutual Fund Accounts. All Forfeitures shall reallocated to the Accounts of the remaining Participants pursuant to Section 6.03 as of the Anniversary Date of the Plan Year in which the Forfeiture occurs.

ARTICLE X
DISTRIBUTIONS

Section 10.01. Form of Distribution.

(a) A Participant's Capital Accumulation shall be distributable to him (or, in the case of death, to his Beneficiary) in the form of a lump sum distribution.

(b) Distribution of a Participant's Capital Accumulation may be made in cash, Company Stock or any combination thereof, except that the Participant may demand that distribution be made in whole shares of Company Stock (with the value of any factional share paid in cash). In the event of distribution in Company Stock, any balance in a Participant's [Other Investments Account] will be used to acquire whole shares of Company Stock for distribution at the then fair market value (as determined by the Committee) and the total distribution of a Participant's Capital Accumulation shall include at least as many shares of Company Stock, except for fractional shares, as had been allocated to his Company Stock Accounts. Any balance in a Participant's Mutual Fund Account shall be distributed in cash.

(c) Notwithstanding the foregoing, the Plan will be administered in all respects to comply with the diversification provisions required by Section 401(a)(28)(B) of the Code.

(d) Direct Rollovers.

(1) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(2) "Distributee" means an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order ("QDRO"), as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(3) "Eligible Retirement Plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity Plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement plan or individual retirement annuity.

Effective on or after January 1, 2002, an "Eligible Retirement Plan" shall also mean annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a QDRO.(4) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any amount that is distributed on account of hardship.

(5) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Section 10.02. Repurchase of Company Stock.

(a) Shares of Company Stock distributed to a Participant (or, in the case of death, to his Beneficiary) shall be subject to a "put" option to the extent, but only to the extent, described in Section 5.04(f) of the Plan.

(b) The terms of payment for the purchase of such shares of Company Stock pursuant to the "put" option shall be as set forth below:

(1) If the fair market value of the Company Stock, plus the value of the Participant's Mutual Fund Account and the sum of all previous distributions, as of the valuation date immediately preceding the exercise of the "put", held by the Participant or Beneficiary is $50,000 or less, the method of payment shall be a single lump-sum cash payment.

(2) If the fair market value of the Company Stock plus the value of the Participant's Mutual Fund Account and the sum of all previous distributions, as of the valuation date immediately preceding the exercise of the "put", held by the Participant or Beneficiary is more than $50,000, the method of payment shall be as follows:

(i) An immediate cash payment of $50,000 plus the fair market value of the Participant's Mutual Fund Account.

(ii) The balance of the purchase price shall be payable in equal monthly, quarterly or annual installments over a period of not greater than five (5) years from the date the "put" option is exercised or the date any loan used by the Plan to acquire Employer Securities subject to the "put" option has been entirely repaid. Notwithstanding the foregoing, in no event shall a Participant be entitled to elect a number of installments which would result in a quarterly installment of less than $200. Should the payment period above exceed five (5) years, the minimum annual payment of principal will be $100,000.

(iii)Any installment payout shall be adequately secured as determined by the Committee.

(iv) Any installment payout shall bear a reasonable rate of interest, as determined by the Committee, but not less than the 91-day Treasury Bill rate adjusted quarterly to reflect the rate at the last auction in the immediately preceding quarter.

Section 10.03. Timing of Distribution.

(a) In the event of Early, Normal or Deferred Retirement, death or Permanent Disability under Section 9.02, distribution of a Participant's Capital Accumulation will be made as soon as practicable after his Termination of Service.

(b) In the event of termination of employment for reasons other than Early, Normal or Deferred Retirement, death or Permanent Disability (under section 9.02), distribution of a Participant's Capital Accumulation may be made as soon as practicable after the earliest of (i) the eighth anniversary of the date the Participant commenced employment with the Company, (ii) his Normal Retirement Date or (iii) his death.

(c) Unless a Participant elects otherwise in writing, distribution of each Participant's Capital Accumulation must commence not later than one year after the later of the close of the Plan Year (i) in which the Participant terminates employment due to attainment of Normal Retirement Date, disability, or death, or (ii) which is the fifth Plan Year following the Plan Year in which the Participant otherwise separates from service (provided the Participant is not reemployed by the employer before the distribution is required to begin.) If the amount of a Participant's Capital Accumulation cannot be ascertained by such date, or the Participant (or Beneficiary) is unavailable to receive a distribution, distribution can be delayed until (60) days after such time as the amount can be ascertained or the Participant (or Beneficiary) is available. In the event a Participant elects a later distribution commencement date, as provided above, distribution must be made in amounts such that the present value of the payments to be made to a Participant will be more than fifty percent (50%) of the total payments to be made to the Participant and his Beneficiary.

Notwithstanding the provisions of Section 10.03(c), as of the Effective Date, a Participant that elects to defer distributions must begin to commence distribution from the Plan no later than April 1st of the calendar year following the later of (i) the calendar year in which such Participant attains the age of seventy and one-half (70-1/2) or (ii) the calendar year in which the Participant retires, provided, however, that clause (ii) shall not apply in the case of a Participant who is a 5% owner as defined in Section 416(k) of the Code. As of the Effective Date, for Participants who are active non-5% owner Employees and reach age 70-1/2 after December 31, 1995 and before January 1, 1999, the Participant shall be permitted to elect to commence the distribution of his benefits as if his required beginning date were April 1 of the calendar year following the calendar year in which he attains age 70-1/2. The right to receive a distribution according to the terms of this Section shall be an optional form of benefit.

With respect to distributions under the Plan made on or after July 1, 2001 for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code in accordance with the regulations under section 401(a)(9) that were proposed on January 17, 2001 (the 2001 Proposed Regulations), notwithstanding any provision of the Plan to the contrary.

If the total amount of required minimum distributions made to a participant for 2001 prior to July 1, 2001 are equal to or greater than the amount of required minimum distributions determined under the 2001 Proposed Regulations, then no additional distributions are required for such participant for 2001 on or after such date. If the total amount of required minimum distributions made to a participant for 2001 prior to July 1, 2001 are less than the amount determined under the 2001 Proposed Regulations, then the amount of required minimum distributions for 2001 on or after such date will be determined so that the total amount of required minimum distributions for 2001 is the amount determined under the 2001 Proposed Regulations. This amendment shall continue in effect until the last calendar year beginning before the effective date of the final regulations under section 401(a)(9) or such other date as may be published by the Internal Revenue Service.

(d) If distribution of Capital Accumulation to a Participant occurs prior to the occurrence of a Break in Service, and if such Participant is not one hundred percent (100%) vested in his Account(s), the non-vested portion which is not distributed will be held in his Accounts under the Plan, and will become a Forfeiture only on the Anniversary Date of the Plan Year in which the Forfeiture occurs. At any given time, the vested interest ("X") in such suspense shall be determined in accordance with the following formula:

$$X = P (AB + D) - D$$

For purposes of applying this formula, P is the vested percentage at the time of the subsequent termination; AB is the total of the Account balances at the time; and D is the amount of Capital Accumulation previously distributed.

(e) If any Participant incurs a Break in Service and that Participant is subsequently reemployed (as provided in Section 3.04), his Capital Accumulation attributable to the prior period of Service will not be increased (as the result of additional vesting) by reason of years of Credited service after his reemployment until such time as the Participant has completed one year of Service after his return.

Notwithstanding the preceding, a Participant that is subsequently reemployed (as provided in Section 3.04) and who has received a distribution of the vested portion of his Capital Accumulation may be permitted to repay the amount of the distribution to the Trust. The Participant's Capital Accumulation attributable to the prior period of service will be increased (as the result of additional vesting) by reason of years of Credited Service after his reemployment only if such repayment occurs. Upon repayment of the distribution by the Participant, shares of Company Stock will be allocated to the Participant's account at the fair market value of the shares as of the date of repayment.

No repayment shall be allowed under this Section at any time after the earlier of:

(1) Five (5) years after the first date on which the Participant is subsequently reemployed, or

(2) The close of the first period of five (5) consecutive one year Breaks in Service commencing after the distribution to the Participant.

(f) If a Participant does not have any vested interest in his Account(s) derived from Employer Contributions when a Break in Service occurs, years of Credited Service earned prior to termination shall not be taken into account for purposes of determining a Participant's vested interest in his Account(s), if the number of consecutive years of Breaks in Service equals or exceeds the greater of five (5) years or the number of years of Credited Service before the Break in Service.

(g) In-service distributions may be made in cash to a Participant who is 100% vested prior to his Termination of Service providing said distribution results from the diversification elections available to the Participant provided within the Plan. All non-Code Section 401(a) (28) diversification distributions shall be made in cash.

Section 10.04. Retained Capital Accumulation. If any part of the Participant's Capital Accumulation is retained in the Trust after his participation ends, his Account(s) will continue to be treated as provided in Article VI, except they will not be credited with any further Employer Contributions or Forfeitures.

Section 10.05. Loans to Participants.

(a) The Trustee may, at the direction of the Committee, loan a Participant up to the lesser of (i) 50% of the vested portion of his Account(s), or (ii) $50,000 less the excess (if any) of the highest outstanding balance of loans from the Plan during the one year period ending on the day before the date on which the loan was made over the outstanding balance of the loans from the Plan on the date of the loan.

(b) The Committee may direct that a loan be made to a Participant only for the purpose of enabling the Participant to meet an immediate and severe financial hardship of the Participant or his immediate family. All decisions by the Committee on requests for loans shall be final and made in a uniform and nondiscriminatory manner. A Participant who is married shall obtain the consent of his spouse with respect to securing a loan under this Section 10.05. Said spousal consent shall be in writing and properly witnessed or notarized.

(c) The procedures and guidelines to be followed with respect to loans to Participants shall be as follows:

(1) All loan requests shall be directed to a representative of the Company designated by the Committee;

(2) The loan request shall describe in some detail the purpose of the loan and the Committee shall determine whether: (i) the loan is required to meet an immediate and severe financial hardship of the Participant or his immediate family; and, (ii) there are other available loan sources to the Participant.

(3) A representative of the Committee shall advise the Participant in writing as to whether a request for a loan is approved or denied. If the loan is denied, the Participant will be advised of the reasons for the denial. If the loan is approved, the Participant shall be advised of the amount of the loan approved, the term of the loan, the repayment schedule and the interest rate.

(4) The amount of the loan shall not exceed the limit stated in subsection 10.05(a) above.

(5) The repayment schedule shall provide for level amortization consisting of at least quarterly payments of principal and interest over a specific repayment period not to exceed five (5) years.

(6) The loan shall provide for a reasonable rate of interest which shall be comparable to the interest rates for similar types of loans at the time the loan is granted. Interest payments on loans to Participants shall be credited as income to the Trust.

(7) Amounts due a Participant from his Account(s) shall be collateral for any loan made to a Participant pursuant to this Section 10.05. The Committee shall be entitled to require and accept such other collateral as may be required for similar types and amounts of loans.

(8) Failure to pay any installment of principal and interest when due pursuant to a promissory note setting forth the payment terms of a loan shall constitute an event of default.

(9) If an event of default occurs, the Account(s) of the Participant in default under the terms of the loan shall be impounded and all amounts payable to said Participant under the terms of the Plan shall be first applied to satisfy the amounts due and owing under the terms of the loan. The Committee shall also take whatever action it deems appropriate with respect to other collateral pledged by a Participant to secure the repayment of a loan.

Section 10.06. Distribution of Dividends on Company Stock. Any cash dividends received by the Trustee on Company Stock allocated to the Accounts of Participants (or former Participants) shall be distributed to such Participants, former Participants, or Beneficiaries (in a nondiscriminatory manner) unless such Participant, former Participant or Beneficiary instructs the Trustee to reinvest such dividends in Company Stock. Any current distribution in cash must be made within two (2) years of the date such dividend is received by the Trustee.

Section 10.07. Beneficiary Designation. The Trustee will make distribution from the Trust only upon direction of the Committee. Distribution will be made to the Participant, if living, and if not, to his Beneficiary. A Participant shall designate his Beneficiary upon becoming a Participant, and may change such designation at any time, by filing a written designation with the Committee. A Participant who is married shall obtain the consent of his spouse with respect to the designation of a Beneficiary other than such spouse. Such consent shall (i) be in writing, (ii) acknowledge the effect of such consent, (iii) be witnessed by a notary public and (iv) be in such form as may be prescribed by the Committee. Upon the death of a Participant, if there is no designated Beneficiary then living, or if the designation is not effective for any reason, as determined by the Committee, the Participant's Beneficiary shall be his surviving spouse, or if none, his surviving children (equally), or, if none, his estate.

ARTICLE XI
PLAN ADMINISTRATION

Section 11.01. Named Fiduciaries. The Committee and the Company shall each be a "named fiduciary" within the meaning of Section 402 of ERISA, but each such party's role as a named fiduciary shall be limited solely to the exercise of its own authority and discretion, as defined under the terms of this Plan, to control and manage the operation and administration of the Plan (other than authority and discretion assigned under this Plan, or delegated pursuant thereto, to the Trustee). A named fiduciary may designate other persons who are not named fiduciaries to carry out its fiduciary responsibilities hereunder, and any such person shall become a fiduciary under the Plan with respect to such delegated responsibilities. In the event of such a designation, the named fiduciary shall not be liable for an act or omission of the designee in carrying out responsibilities delegated to him except to the extent provided in Section 405 of ERISA.

Section 11.02. Fiduciary Limitations. Named fiduciaries under the Plan, as well as the Trustee and any other person who may be a fiduciary by virtue of section 3(21) of ERISA, shall exercise and discharge their respective powers and duties in the following manner:

(a) By acting solely in the interest of the Participants and their Beneficiaries;

(b) By acting for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Trust Assets and Plan;

(c) By acting with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(d) By otherwise acting in accordance with this Plan and Trust Agreement to the extent consistent with Title I of ERISA.

Section 11.03. Company Responsibilities. The Company, acting through the Board of Directors, shall have the authority to amend or terminate the Plan pursuant to the provisions of Article XII, to determine the amount of Employer Contributions to the Plan pursuant to Article IV, to appoint a Trustee and Committee and to approve the adoption of the Plan by any other Employer. Whenever the Company is permitted or required to so perform any act under the terms of this Plan, it shall be done and performed by any officer duly authorized by the Board of Directors. To enable the Committee to perform its duties, the Company shall supply completely and timely all information which the Committee may from time to time require.

Section 11.04. Trustee Responsibilities. The Trustee shall have, to the extent set forth in the Trust Agreement, authority and discretion to receive, hold and distribute Trust Assets, fiduciary responsibilities in connection with the exercise of such authority and discretion, and a duty to issue reports and otherwise to account to the Company and the Committee. All Employer Contributions shall be paid over to the Trustee and, together with accretions thereto, shall be invested by the Trustee in accordance with the directions permitted in this Plan and Trust Agreement.

Section 11.05. Appointment of Committee. This Plan will be administered by a Committee composed of up to ten (l0) individuals appointed by the Board of Directors to serve at its pleasure and without compensation. A member of the Committee may be removed by the Board of Directors at any time with or without cause upon ten (10) days written notice from the Board of Directors and a vacancy existing on the Committee after such removal shall be filled promptly by the Board of Directors. Any member of the Committee may resign by delivering his written resignation to the Board of Directors.

Section 11.06. Committee Responsibilities. Committee shall have the following
The responsibilities:

(a) Powers and Duties. The Committee shall be the Plan Administrator under Section 414(g) of the Code and under Section 3(16)(A) of ERISA. Subject to the provisions of the Plan and to such restrictions as the Board of Directors may impose, the Committee shall have the power to interpret and construe the provisions of the Plan, to supply omissions herein, and to establish rules and regulations for the interpretation and administration of the Plan and transaction of its business, including, among other things, provisions for determining who are Participants, what constitutes a year of Credited Service and Covered Compensation, allocation to Participants of Employer Contributions, Forfeitures and income (or loss) and valuation of Trust Assets. All such interpretative and administrative decisions, and rules and regulations, shall be conclusive and binding on all persons having an interest in or under the Plan.

(b) Records and Reports. The Committee shall be responsible for keeping a record of all its proceedings and actions and shall maintain all such books of account, records, and other data as shall be necessary to administer the Plan and to meet the disclosure and reporting requirements of ERISA.

(c) Compensation. No member of the Committee shall receive any compensation from the Company, Plan or Trust for his services as a member of the Committee.

(d) Committee Procedures. The Committee may act at a meeting or in writing without a meeting. The Committee shall elect one of its members as a Chairman, who shall also be the agent for service of legal process on behalf of the Plan, and appoint a Secretary, who may or may not be a Committee member. The Committee may adopt such bylaws as it deems desirable for the conduct of its affairs. All decisions of the Committee shall be made by majority vote of the number then constituting the Committee, including actions taken without a meeting.

(e) Distribution of Benefits.

(1) Direction to the Trustee. The Committee shall issue directions to the Trustee concerning all benefits which are to be paid from the Trust pursuant to the provisions of the Plan, and shall warrant that all such directions are in accordance with this Plan.

(2) Application by Participants. The Committee may require a Participant to complete and file with it an application for the payment of benefits under the Plan and any other forms deemed necessary and desirable by the Committee for the proper administration of the Plan and furnish all pertinent information requested by the Committee. The Committee may rely upon all such information so furnished it, including the Participant's current mailing address.

(3) Participant's Incapacity. Whenever in the written and certified opinion of one or more qualified physicians selected by or satisfactory to the Committee, a person entitled to receive a payment hereunder of a benefit or installment thereof is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Committee may direct the Trustee to make payments to such person or to his legal representative. Any payment of a benefit or installment thereof in accordance with the provisions of this subparagraph shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

(f) Claims Procedure. The Committee shall adopt a claims procedure consistent with the requirements of Section 503 of ERISA and rules and regulations thereunder.

(g) Bonding. The Committee shall arrange for such bonding as is required by law, but no bonding in excess of the amount required by this Plan.

Section 11.07. Indemnification. To the extent authorized by the laws of the State of Pennsylvania and ERISA, the Company may indemnify the members of the Committee, any present or former members of the Board of Directors, the Trustee or any officer or Employee of the Employer, against any and all claims, losses, damages, expenses (including legal fees), fines, penalties, and liabilities arising out of acts, omissions, and conduct as a fiduciary (as defined in Section 3(21) of ERISA) with respect to the Plan, except to the extent that such person shall be determined to be liable by a court of competent Jurisdiction for his own willful misconduct. The foregoing rights of indemnification shall be in addition to such other rights as the above persons may enjoy as a matter of law or by reason of insurance coverage of any kind.

ARTICLE XII
AMENDMENT AND TERMINATION

Section 12.01. Company Right to Amend. Subject to the provisions hereinafter set forth, the Company reserves the right, at any time or from time to time, by action of the Board of Directors, to amend in whole or in part any or all of the provisions of this Plan; provided, however, that no such amendment shall be made which:

(a) Will deprive any Participant of any benefit to which he has a nonforfeitable right under Article IX of this Plan; or

(b) Shall make it possible for any part of the Trust Assets or its income to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants. No such amendment which affects the rights, duties, or responsibilities of the Trustee may be made without the Trustee's written consent. Any such amendment shall become effective upon delivery of a written instrument, executed by order of the Board of Directors, to the Trustee and the endorsement of the Trustee of its receipt or of its written consent thereto, if such consent is required.

Section 12.02 Mandatory Amendments. Notwithstanding the provisions of this Article XII, or of any other provisions of this Plan, any amendment may be made, retroactively if necessary, which the Company deems necessary or appropriate to conform the Plan to, or to satisfy the conditions of, any law, government regulation or ruling, and to permit the Plan to meet the requirements for qualification under Sections 4975 (e) (7) and 401 of the Code, and to permit the Trust to meet the requirements for tax-exempt status under Section 501 of the Code.

In the event that a favorable determination letter from the Internal Revenue Service is not obtained with respect to the adoption of this Plan, as amended, then this Plan shall be declared null and void and the Plan in effect prior to this amendment shall continue in full force and effect.

Section 12.03. Termination. The Company shall have the right at any time to terminate the Plan and the Trust created concurrently herewith by delivering to the Committee written notice of such termination and by further informing the Trustee by written notice of such termination. Each Employer reserves the right to terminate the participation of its Employees under the Plan. Upon any such termination, such action shall be taken as to render it impossible for any part of the corpus of the Trust or income of the Plan to be at any time used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

Section 12.04. Employee Nonforfeitable Rights. Upon termination (or partial termination) of the Plan within the meaning of Section 411(d) (3) of the Code or a complete discontinuance of Employer Contributions thereunder, each Participant (or in the case of a partial termination, each Participant affected) shall have a nonforfeitable right to 100% of the balance in each of his Account(s) as of the date of termination, partial termination or complete discontinuance; provided, however, that replacement of this Plan with a comparable plan qualified under Section 401(a) of the Code shall not be a termination for purposes of this Section.

Section 12.05. Distribution Upon Termination. In the event of termination pursuant to Section 12.03, the assets then held in Trust under the Plan shall be distributed to the Participants in accordance with Article X hereof, either, in the sole discretion of the Committee, upon actual Termination of Service or as if Termination of Service occurred as of the date the Plan terminated.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01. Participants' Rights. Neither the establishment of this Plan, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, or any officer or Employee thereof, or the Trustee, or the Committee, except as herein provided. The adoption and maintenance of this Plan shall not be deemed to constitute a contract of employment or otherwise between an Employer and any Employee, or to be a consideration for, or an inducement or condition of, any employment. Nothing contained herein shall be deemed to give an Employee the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge, with or without cause, any Employee at any time.

Section 13.02. Spendthrift Clause. No benefit which shall be payable out of the Trust Assets to any Participant and/or his Beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, garnishment, pledge, encumbrance, or charge, and any attempt to anticipate same shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any such Participant and/or his Beneficiary nor shall it be subject to attachment or legal process for or against such person, and the same will not be recognized by the Trustee except to such an extent as may be required by a QDRO or an order subject to ERISA Section 206(d)(4).

13.03. Judgments, Orders, Decrees and Settlement Agreements. Effective August 5, 1997, a Participant's Account(s) (and that of his spouse) shall be reduced to satisfy liabilities of the Participant to the Plan due to (a) the Participant being convicted of committing a crime involving the Plan, (b) a civil judgment (or consent order or decree) entered by a court in an action brought in connection with a violation of the fiduciary provisions of Title 1 of ERISA, or (c) a settlement agreement between the Secretary of Labor or the Pension Benefit Guaranty Corporation and the Participant in connection with a violation of the fiduciary provisions of ERISA. Any reduction made pursuant to this paragraph shall be done in accordance with the requirements of ERISA Section 206(d).

Section 13.04. Company's Liability. All Capital Accumulations will be paid only from the Trust Assets, and neither the Company nor any Employer nor the Committee nor the Trustee shall have any duty or liability to furnish the Trust with any funds, securities or other assets, except as expressly provided in the Plan.

Section 13.05. Merger or Consolidation. In the event of a merger or consolidation of the Plan with, or transfer in whole or in part of the Trust Assets or liabilities to another trust fund held under any other plan of deferred compensation maintained or to be established for the benefit of all or some of the Participants, Trust Assets or liabilities shall be transferred to the other trust fund only if each Participant would be entitled to a benefit immediately after the merger, consolidation or transfer (assuming the other plan and trust then terminates) which is equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated).

Section 13.06. Governing Law. Subject to ERISA or other applicable Federal law, this Plan shall be construed according to the laws of the Commonwealth of Pennsylvania and all provisions hereof shall be administered according to, and its validity shall be determined under, the laws of such Commonwealth.

Section 13.07. Legal Action. In any action or proceeding involving the Trust, or any property constituting part or all thereof, or the administration thereof, Employees or former Employees of the Employer or the Beneficiaries or any other person having or claiming to have an interest in the Trust Assets or under the Plan shall not be necessary parties nor entitled to any notice of process.

Section 13.08. Binding on All Parties. Any final judgment which is not appealed or appealable that may be entered in any legal action or proceeding shall be binding and conclusive on the parties hereto, the Committee, and all persons having or claiming to have an interest in the Trust Assets or under this Plan.

Section 13.09. Headings. The headings of this Plan are inserted for convenience or reference only, and are not to be considered in the construction or the interpretation of this Plan.

Section 13.10. Severability of Provisions. If any provision of this Plan is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

ARTICLE XIV
SPECIAL RULES FOR TOP-HEAVY PLANS

Section 14.01. General Provision. If the Plan is or at any time becomes "Top-Heavy" as that term is defined in Section 416 of the Code, Sections 14.02 through 14.14 shall apply notwithstanding any conflicting provision of the Plan.

Section 14.02. Top -Heavy Ratio.

(a) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer has never maintained any defined benefit plan which has covered or could cover a Participant in the Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of the Account balances of all Key Employees as of the Determination Date (including any part of any Account balance distributed in the 5 year period ending on the Determination Date) , and the denominator of which is the sum of all Account balances (including any part of any Account balance distributed in the 5-year period ending on the Determination Date) of all participants as of the Determination Date. Both the numerator and denominator of the Top-Heavy Ratio are adjusted to reflect any contribution which is due but unpaid as of the Determination Date.

(b) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which have covered or could cover a Participant in the Plan, the Top-Heavy Ratio is a fraction, the numerator of which is the sum of Account balances under the defined contributions plans for all Key Employees and the present value of accrued benefits under the defined benefit plans for all Key Employees, and the denominator of which is the sum of the Account balances under the defined contribution plans for all participants and the present value of accrued benefits under the defined benefit plans for all participants. Both the numerator and denominator of the Top-Heavy Ratio are adjusted for any distribution of an Account balance or an accrued benefit made in the five-year period ending on the Determination Date and any contribution due but unpaid as of the Determination Date.

(c) For purposes of (a) and (b) above, the value of Account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date. The Account balances and accrued benefits of a Participant who is not a Key Employee but who was a Key Employee in a prior year will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder.

Non-deductible voluntary Participant contributions are included in the computation. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. The Account balance or accrued benefit of an Employee shall be disregarded if the Employee has not received any compensation from and has not performed any services for the Employer over the five (5) year period ending on the Determination Date.. When aggregating plans the value of Account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

Effective on or after January 1, 2002, the present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period". The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

Section 14.03. Permissive Aggregation Group for the purpose of Article XIV shall mean the Required Aggregation Group of plans plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.

Section 14.04. Required Aggregation Group for the purpose of Article XIV shall mean (1) each qualified plan of the Employer in which at least one Key Employee participates, and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) and 410 of the Code.

Section 14.05. Determination Date for the purpose of Article XIV shall mean for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, it is the last day of that year.

Section 14.06. Valuation Date for the purpose of Article XIV shall mean the last day of each Plan Year as of which Account balances or accrued benefits are valued for purposes of calculating the Top-Heavy Ratio.

Section 14.07. Present Value. For purposes of establishing the present value to compute the Top-Heavy Ratio, any benefit shall be discounted only for interest and post-retirement mortality based on the following (unless otherwise provided in the defined benefit plan):

Interest rate 9% Mortality table UP 1984

Section 14.08. Top-Heavy Definition. If the Top-Heavy Ratio for all plans in the Required Aggregation Group (RAG) exceeds six-tenths (6/10) then all plans in the RAG are Top-Heavy unless there exists a Permissive Aggregation Group (PAG) for which the Top-Heavy Ratio does not exceed six-tenths (6/10), in which case no plan in the PAG is Top-Heavy.

Section 14.09. Minimum Allocations.

(a) Except as otherwise provided in (b) and (c) below, the Employer Contributions and the Forfeitures allocated on behalf of any Participant who is not a Key Employee shall not be less than the lesser of three percent of such Participant's compensation or in the case where the Employer has no defined benefit plan which designates this Plan to satisfy Section 401 of the Code, the largest percentage of Employer Contributions and Forfeitures, as a percentage of Covered Compensation, allocated on behalf of any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the year because of (i) the Participant's failure to complete 1,000 Hours of Service (or any equivalent provided in the Plan), (ii) the Participant's failure to make mandatory contributions to the Plan, or (iii) Covered Compensation less than a stated amount.

(b) The provision in (a) above shall not apply to any Participant who was not employed by the Employer on the last day of the Plan Year.

(c) The provision in (a) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to Top-Heavy plans will be met in the other plan or plans. If for any reason the minimum is not provided for a Participant in the other plan, it shall be provided in this Plan.

Section 14.10. No Forfeitability of Minimum Allocation. The minimum allocation required (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Code.

Section 14.11. Minimum Vesting Schedules.

(a) If this plan is Top-Heavy for any Plan Year, then in that Plan Year and all subsequent Plan Years the vesting schedule enumerated in Section 14.12(b) will apply unless the Employer had elected 100% vesting after three (3) Years of Credited Service or less. If the Employer had elected 100% vesting after three (3) Years of Credited Service or less, then that vesting schedule will continue to apply. The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Code except those attributable to Employee Contributions, including benefits accrued before the effective date of Section 416 of the Code and benefits accrued before the Plan became Top-Heavy.

Further, no reduction in vested benefits may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this Section does not apply to the Account balance of any Employee who does not have an Hour of Service after the Plan has initially become Top-Heavy and such Employee's Account balance attributable to Employer Contributions and Forfeitures will be determined without regard to this Section.

(b) For purposes of this Section only, a Participant's Capital Accumulation will be determined in accordance with the following vesting schedule:

Years of Credited Service	Nonforfeitable Percentage of Accounts
Less Than 1 Year	0%
1 Year	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years	100%

Each Participant shall at all times have a 100% nonforfeitable interest in the shares allocated to his Account under the former tax credit portion of this Plan which was terminated effective January 1, 1994.

Section 14.12. Key Employee for the purpose of Article XIV shall mean a person who at any time during the Plan Year or the preceding four (4) Plan Years was:

(a) An Officer. An Officer is an employee who is an officer in fact and who earns for the Plan Year in excess of 50% of the amount in effect under Code Section 415(b)(1)(A). The number of Officers is limited to a maximum of the lesser of:

(1) 50 employees or,

(2) the greater of 3 employees or 10% of all employees.

(b) Shareholder. A Shareholder is an employee who:

(1) owns more than a 5% interest in the Employer; or,

(2) is one of 10 employees who own more than a 1/2% interest in the Employer and who also own the largest interests in the Employer and who have earnings for the Year in excess of the Code Section 415 dollar limit for defined contribution plans. This category shall include no more than ten (10) employees. If two Employees own equal interests in the Employer, then the Employee who earns more compensation than the other will be considered as owning the greater interest; or,

(3) owns a 1% or more interest in the Employer and earns compensation from the Employer in excess of $150,000 annually.

(c) A Beneficiary of a Key Employee is a Key Employee. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the regulations thereunder.

Effective on or after January 1, 2002, Key Employee means an Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than $130,000 (as adjusted under Section 416(k)(1) of the Code for Plan Years beginning on or after January 1, 2003), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.Section 14.13. Maximum Allocation. If the Plan is Top-Heavy then the defined contribution fraction denominator as computed under Section 415(e)(6) of the Code shall be modified by substituting "41,500" for "51,975" unless:

(a) the Plan would not be Top-Heavy if "9/10" were substituted for "6/10" under Section 14.08; and

(b) "Four" percent is substituted for "three" percent under Section 14.09(a) and the defined benefit plan provides an additional Top-Heavy minimum accrual of 1% per year up to an additional 10%; or, the Plan provides a Top-Heavy minimum allocation of 7.5% of compensation.

ARTICLE XV
EXECUTION

To record the adoption of this amended and restated Plan, the Company has caused its appropriate officers to affix its corporate name and seal hereto this ____ day of _____, 2001.

DENTSPLY INTERNATIONAL INC.

By:

Attest:

DENTSPLY EMPLOYEE STOCK OWNERSHIP PLAN
AS AMENDED AND
RESTATED EFFECTIVE AS OF
JANUARY 1, 1997

TABLE OF CONTENTS

EMPLOYMENT AGREEMENT

BETWEEN

DENTSPLY INTERNATIONAL INC.

AND

CHRISTOPHER T. CLARK

THIS AGREEMENT is entered into as of November 1, 2002, by and between DENTSPLY International Inc., a Delaware corporation (the "Company") and Christopher T. Clark, ("Employee").

WHEREAS, it is in the best interest of the Company and Employee that the terms and conditions of Employee's services be formally set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. Services

1.1 The Company shall employ Employee and Employee accepts such employment and agrees to serve as a Senior Vice President of the Company, responsible for the business activities and operations assigned by the Chief Executive Officer and/or the Board of Directors as set forth in Exhibit A attached hereto, effective as of the date stated below, and, if elected thereto, as an officer or director of any Affiliate, for the term and on the conditions herein set forth. Employee shall be responsible for the activities and duties presently associated with this position. Employee shall perform such other services as shall from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President of the Company depending on the needs and demands of the business and the availability of other personnel, provided that such services shall generally be similar in level of position and responsibility as those set forth in this Agreement. Employee's services shall be performed at a location suitable for the performance of the Employee's assigned duties.

1.2 Employee shall at all times devote his full business time and efforts to the performance of his duties and to promote the best interests of the Company and its Affiliates.

2. Period of Employment Employment as Senior Vice President shall begin and continue from November 1, 2002, and terminate on the happening of any of the following events:

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2.1 Death The date of death of Employee;

2.2 Termination by Employee Without Good Reason The date specified in a written notice of termination given to the Company by Employee not less than 180 days in advance of such specified date, at which date the Employee's obligation to perform services pursuant to this Agreement shall cease.

2.3 Termination by Employee with Good Reason Thirty (30) days following the date of a written notice of termination given to the Company by Employee within thirty (30) days after any one or more of the following events have occurred:

(a) failure by the Company to maintain the level of responsibility and status of the Employee generally similar to those of Employee's position as of the date of the Agreement, or

(b) a reduction by the Company in Employee's base salary as in effect as of the date hereof plus all increases thereof subsequent thereto; other than any reduction implemented as part of a formal austerity program approved by the Board of Directors of the Company and applicable to all continuing employees of the Company, provided such reduction does not reduce Employee's salary by a percentage greater than the average reduction in the compensation of all employees who continue as employees of the Company during such austerity program; or

(c) the failure of the Company to maintain and to continue Employee's participation in the Company's benefit plans as in effect from time to time on a basis substantially equivalent to the participation and benefits of Company employees similarly situated to the Employee; or

(d) any substantial and uncorrected breach of the Agreement by the Company.

2.4 Termination by the Company Upon written notice of termination given to Employee by the Company, the Employee's obligation to perform services pursuant to this Agreement shall cease as of the date of such notice.

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3. Payments by the Company

3.1 During the Period of Employment, the Company shall pay to the Employee for all services to be performed by Employee hereunder a salary of not less than $250,000 per annum, or such larger amount as may from time to time be fixed by the Board of Directors of the Company or, if applicable, by the Human Resources Committee of the Board (or its successor), payable in accordance with the Company's normal pay schedule.

3.2 During the Period of Employment, Employee shall be entitled to participate in all plans and other benefits made available by the Company generally to its domestic executive employees, including (without limitation) benefits under any pension, profit sharing, employee stock ownership, stock option, bonus, performance stock appreciation right, management incentive, vacation, disability, annuity, or insurance plans or programs. Any payments to be made to Employee under other provisions of this Section 3 shall not be diminished by any payments made or to be made to Employee or his designees pursuant to any such plan, nor shall any payments to be made to Employee or his designees pursuant to any such plan be diminished by any payment made or to be made to Employee under other provisions of this Section 3.

3.3 Upon termination of the Period of Employment for whatever reason, Employee shall be entitled to receive the compensation accrued and unpaid as of the date of his termination. If Employee at the time of termination is eligible to participate in any Company incentive or bonus plan then in effect, Employee shall be entitled to receive a pro-rata share of such incentive or bonus award based upon the number of days he is employed during the plan year up to the date of his termination. Such pro-rata amount shall be calculated in the usual way and paid at the usual time.

3.4 If the Period of Employment terminates upon the death of Employee, the Company shall continue payment of his then current salary for a period of 12 months from the date of death, together with his pro-rata share of any incentive or bonus payments due for the period prior to his death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

3.5 If the Period of Employment is terminated by the Employee under Section 2.3, or by the Company under Section 2.4, the Company shall continue to pay compensation and provide benefits to the employee as provided in this Section 3.5 for a period (the "Termination Period") beginning on the date of the termination notice and ending on the earlier of: (i) the second annual anniversary of the date of such termination notice; or (ii) the date on which the Employee would attain age 65, as follows:

(a) Compensation shall be paid to the Employee at the rate of salary being paid to Employee under Section 3.1 immediately before the termination;

(b) Bonus and incentive compensation shall be paid to the Employee in accordance with plans approved by the Board of Directors and similar to those in which the Employee participated at time of termination, using the same formula and calculations as if termination had not occurred. The Employee shall not be entitled to receive any further grants of stock options under any stock option or similar such plan subsequent to the date of termination, but outstanding stock options shall continue to vest during the Termination Period in accordance with the applicable stock option plan;

(c) Employee shall receive the benefits that would have been accrued by the Employee during the Termination Period from participation by the Employee under any pension, profit sharing, employee stock ownership plan ("ESOP") or similar retirement plan or plans of the Company or any Affiliate in which the Employee participated immediately before the termination, in accordance with the terms of any such plan (or, if not available, in lieu thereof be compensated for such benefits), based on service the Employee would have had during the Termination Period and compensation (and, if applicable, bonus and incentive compensation) as determined under Section (a) (and, if applicable, Subsection (b) above);

(d) Employee shall receive continued coverage during the Termination Period under all employee disability, annuity, insurance, or other employee welfare benefit plans, programs or arrangements of the Company or any Affiliate in which Employee participated immediately before the notice of termination, plus all improvements subsequent thereto (or, if not available, in lieu thereof be compensated for such coverage); and

(e) In the event of the death of Employee during the Termination Period, the Company shall continue to make payments under Subsection 3.5(a) for the period that is the lesser of the remainder of the Termination Period or twelve (12) months, and shall pay any bonuses due under Subsection 3.5(b) on a pro-rata basis until the date of Employee's death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

Except as provided in Section 3.6, payment of compensation under Subsection 3.5(a) above shall be made at the same time as payments of compensation under Section 3.1, and payments of other benefits under Subsections 3.5(b) and (c) shall be paid at the same time and to the same person as compensation or benefits would have been paid under the plan, program, or arrangement to which they relate (after taking into account any election made by the Employee with respect to payments under such plan, program, or arrangement), and shall be pro-rated for any partial year through the date of expiration of the Termination Period.

3.6 If at any time after a Change of Control the Period of Employment is terminated by the Employee under Section 2.3, or the Company terminates or gives written notice of termination of the Period of Employment to the Employee (regardless of whether in accordance with Section 2.4), then in lieu of the periodic payment of the amounts specified in Subsections 3.5(a), (b), and (c) (except as may be otherwise prohibited by law or by said plans), the Company, at the written election of Employee, shall pay to Employee within five (5) business days of such termination or notice of termination the present value of the amounts specified in Subsections 3.5(a), (b), and (c), discounted at the greatest rate of interest then payable by Mellon Bank (or its successor) on any federally insured savings account into which Employee could deposit such amount and make immediate withdrawals therefrom without penalty, and shall provide for the remainder of the Termination Period, if any, the benefit coverage required by Subsection 3.5(d). Employee shall not be required to mitigate damages payable under this Section 3.6.

3.7 In no event will the Company be obligated to continue Employee's compensation and other benefits under Section 3.5 of this Agreement beyond Employee's sixty-fifth (65th) birthday or if Employee's employment is terminated because of gross negligence or significant willful misconduct (e.g. conviction of misappropriation of corporate assets or serious criminal offense).

4. Non-Competition Agreement During the Period of Employment and for a period of five (5) years after the termination thereof, Employee shall not, without the written consent of the Company, directly or indirectly be employed or retained by, or render any services for, or be financially interested in, any firm or corporation engaged in any business which is competitive with any business in which the Company or any of its Affiliates may have been engaged during the Period of Employment. The foregoing restriction shall not apply to the purchase by Employee of up to 5% of the outstanding shares of capital stock of any corporation whose securities are listed on any national securities exchange.

5. Loyalty Commitments During and after the Period of Employment: (a) Employee shall not disclose any confidential business information about the affairs of the Company or any of its Affiliates; and (b) Employee shall not, without the prior written consent of the Company, induce or attempt to induce any employee or agency representative of the Company or any Affiliate to leave the employment or representation of the Company or such Affiliate.

6. Separability of Provisions The terms of this Agreement shall be considered to be separable from each other, and in the event any shall be found to be invalid, it shall not affect the validity of the remaining terms.

7. Binding Effect This Agreement shall be binding upon and inure to the benefit of (a) the Company and its successors and assigns, and (b) Employee, his personal representatives, heirs, and legatees.

8. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes and revokes all prior oral or written understandings between the parties relating to Employee's employment, except with respect to matters addressed in the offer letter dated October , 2002 between the parties to the extent such matters are not covered in this Agreement. The Agreement may not be changed orally but only by a written document signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

9. Definitions The following terms herein shall (unless otherwise expressly provided) have the following respective meanings:

9.1 "Affiliate" when used with reference to the Company means any corporations, joint ventures, or other business enterprises directly or indirectly controlling, controlled by, or under common control with the Company. For purposes of this definition, "control" means ownership or power to vote 50% or more of the voting stock, venture interests, or other comparable participation in such business enterprises.

9.2 "Period of Employment" means the period commencing on the date hereof and terminating pursuant to Section 2.

9.3 "Beneficiary" means the person or persons designated in writing by Employee to Company.

9.4 "Change of Control" means any event by which (i) an Acquiring Person has become such, or (ii) Continuing Directors cease to comprise a majority of the members of the Board of Directors of the Company or the applicable Parent of the Company (a "Board"). For purposes of this definition:

(a) An "Acquiring Person" means any person or group (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder as in effect on the date of this Agreement (the "Exchange Act") who or which, together with all affiliates and associates (as defined in Rule 12B-2 under the Exchange Act) becomes, by way of any transaction, the beneficial owner of shares of the Company, or such Parent, having 20% or more of (i) the then outstanding shares of Common Stock of the Company, or such Parent, or (ii) the voting power of the then outstanding voting securities of the Company, or such Parent, entitled to vote generally in the election of directors of the Company or such Parent; and

(b) "Continuing Director" means any member of a Board, while such person is a member of such Board who is not an Acquiring Person, or an affiliate or associate of an Acquiring Person or a representative of an Acquiring Person or of any such affiliate or associate and who (i) was a member of such Board prior to the date of this Agreement, or (ii) subsequently becomes a member of such Board and whose nomination for election or election to such Board is recommended or approved by resolution of a majority of the Continuing Directors or who is included as a nominee in a proxy statement of the Company or the applicable Parent distributed when a majority of such Board consists of Continuing Directors.

9.5 "Parent" means any Affiliate directly or indirectly controlling (within the meaning of Section 9.1) the Company.

10. Notices Where there is provision herein for the delivery of written notice to either of the parties, such notice shall be deemed to have been delivered for the purposes of this Agreement when delivered in person or placed in a sealed, postpaid envelope addressed to such party and mailed by registered mail, return receipt requested to the address set forth below for the Company and the most recent address as may be on the Company records for the Employee:

For Company: DENTSPLY International Inc.
570 West College Avenue
York, PA 17404
Attention: Secretary

11. Arbitration Any controversy arising from or related to this Agreement shall be determined by arbitration in the City of Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association, and judgment upon any such determination or award may be entered in any court having jurisdiction. In the event of any arbitration between Employee and Company related to the Agreement, if employee shall be the successful party, Company will indemnify and reimburse Employee against any reasonable legal fees and expenses incurred in such arbitration.

12. Applicable Law The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

Attest: DENTSPLY INTERNATIONAL INC.

_____ _____ By:_____
Secretary President and Chief Operating Officer

Christopher T. Clark

EXHIBIT A

BUSINESS RESPONSIBILITIES

- Business Development
- Strategic Planning
- Group Practice Sales
- North American Marketing and Administration
- Alliance
- Federal Sales Government
- Manufacturing and Logistics
- DENTSPLY Ransom & Randolph

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EMPLOYMENT AGREEMENT

BETWEEN

DENTSPLY INTERNATIONAL INC.

AND

JAMES G. MOSCH

THIS AGREEMENT is entered into as of November 1, 2002, by and between
DENTSPLY International Inc., a Delaware corporation (the "Company") and James G. Mosch, ("Employee").

WHEREAS, it is in the best interest of the Company and Employee that the terms and conditions of Employee's services be formally set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. Services

1.1 The Company shall employ Employee and Employee accepts such employment and agrees to serve as a Senior Vice President of the Company, responsible for the business activities and operations assigned by the Chief Executive Officer and/or the Board of Directors as set forth in Exhibit A attached hereto, effective as of the date stated below, and, if elected thereto, as an officer or director of any Affiliate, for the term and on the conditions herein set forth. Employee shall be responsible for the activities and duties presently associated with this position. Employee shall perform such other services as shall from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President of the Company depending on the needs and demands of the business and the availability of other personnel, provided that such services shall generally be similar in level of position and responsibility as those set forth in this Agreement. Employee's services shall be performed at a location suitable for the performance of the Employee's assigned duties.

1.2 Employee shall at all times devote his full business time and efforts to the performance of his duties and to promote the best interests of the Company and its Affiliates.

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2. Period of Employment Employment as Senior Vice President shall begin and continue from November 1, 2002, and terminate on the happening of any of the following events:

2.1 Death The date of death of Employee;

2.2 Termination by Employee Without Good Reason The date specified in a written notice of termination given to the Company by Employee not less than 180 days in advance of such specified date, at which date the Employee's obligation to perform services pursuant to this Agreement shall cease.

2.3 Termination by Employee with Good Reason Thirty (30) days following the date of a written notice of termination given to the Company by Employee within thirty (30) days after any one or more of the following events have occurred:

(a) failure by the Company to maintain the level of responsibility and status of the Employee generally similar to those of Employee's position as of the date of the Agreement, or

(b) a reduction by the Company in Employee's base salary as in effect as of the date hereof plus all increases thereof subsequent thereto; other than any reduction implemented as part of a formal austerity program approved by the Board of Directors of the Company and applicable to all continuing employees of the Company, provided such reduction does not reduce Employee's salary by a percentage greater than the average reduction in the compensation of all employees who continue as employees of the Company during such austerity program; or

(c) the failure of the Company to maintain and to continue

Employee's participation in the Company's benefit plans as in effect from time to time on a basis substantially equivalent to the participation and benefits of Company employees similarly situated to the Employee; or

(d) any substantial and uncorrected breach of the Agreement by the Company.

2.4 Termination by the Company Upon written notice of termination given to Employee by the Company, the Employee's obligation to perform services pursuant to this Agreement shall cease as of the date of such notice.

3. Payments by the Company

3.1 During the Period of Employment, the Company shall pay to the Employee for all services to be performed by Employee hereunder a salary of not less than $260,000 per annum, or such larger amount as may from time to time be fixed by the Board of Directors of the Company or, if applicable, by the Human Resources Committee of the Board (or its successor), payable in accordance with the Company's normal pay schedule.

3.2 During the Period of Employment, Employee shall be entitled to participate in all plans and other benefits made available by the Company generally to its domestic executive employees, including (without limitation) benefits under any pension, profit sharing, employee stock ownership, stock option, bonus, performance stock appreciation right, management incentive, vacation, disability, annuity, or insurance plans or programs. Any payments to be made to Employee under other provisions of this Section 3 shall not be diminished by any payments made or to be made to Employee or his designees pursuant to any such plan, nor shall any payments to be made to Employee or his designees pursuant to any such plan be diminished by any payment made or to be made to Employee under other provisions of this Section 3.

3.3 Upon termination of the Period of Employment for whatever reason, Employee shall be entitled to receive the compensation accrued and unpaid as of the date of his termination. If Employee at the time of termination is eligible to participate in any Company incentive or bonus plan then in effect, Employee shall be entitled to receive a pro-rata share of such incentive or bonus award based upon the number of days he is employed during the plan year up to the date of his termination. Such pro-rata amount shall be calculated in the usual way and paid at the usual time.

3.4 If the Period of Employment terminates upon the death of Employee, the Company shall continue payment of his then current salary for a period of 12 months from the date of death, together with his pro-rata share of any incentive or bonus payments due for the period prior to his death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

3.5 If the Period of Employment is terminated by the Employee under Section 2.3, or by the Company under Section 2.4, the Company shall continue to pay compensation and provide benefits to the employee as provided in this Section 3.5 for a period (the "Termination Period") beginning on the date of the termination notice and ending on the earlier of: (i) the second annual anniversary of the date of such termination notice; or (ii) the date on which the Employee would attain age 65, as follows:

(a) Compensation shall be paid to the Employee at the rate of salary being paid to Employee under Section 3.1 immediately before the termination;

(b) Bonus and incentive compensation shall be paid to the Employee in accordance with plans approved by the Board of Directors and similar to those in which the Employee participated at time of termination, using the same formula and calculations as if termination had not occurred. The Employee shall not be entitled to receive any further grants of stock options under any stock option or similar such plan subsequent to the date of termination, but outstanding stock options shall continue to vest during the Termination Period in accordance with the applicable stock option plan;

(c) Employee shall receive the benefits that would have been accrued by the Employee during the Termination Period from participation by the Employee under any pension, profit sharing, employee stock ownership plan ("ESOP") or similar retirement plan or plans of the Company or any Affiliate in which the Employee participated immediately before the termination, in accordance with the terms of any such plan (or, if not available, in lieu thereof be compensated for such benefits), based on service the Employee would have had during the Termination Period and compensation (and, if applicable, bonus and incentive compensation) as determined under Section (a) (and, if applicable, Subsection (b) above);

(d) Employee shall receive continued coverage during the Termination Period under all employee disability, annuity, insurance, or other employee welfare benefit plans, programs or arrangements of the Company or any Affiliate in which Employee participated immediately before the notice of termination, plus all improvements subsequent thereto (or, if not available, in lieu thereof be compensated for such coverage); and

(e) In the event of the death of Employee during the Termination Period, the Company shall continue to make payments under Subsection 3.5(a) for the period that is the lesser of the remainder of the Termination Period or twelve (12) months, and shall pay any bonuses due under Subsection 3.5(b) on a pro-rata basis until the date of Employee's death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

Except as provided in Section 3.6, payment of compensation under Subsection 3.5(a) above shall be made at the same time as payments of compensation under Section 3.1, and payments of other benefits under Subsections 3.5(b) and (c) shall be paid at the same time and to the same person as compensation or benefits would have been paid under the plan, program, or arrangement to which they relate (after taking into account any election made by the Employee with respect to payments under such plan, program, or arrangement), and shall be pro-rated for any partial year through the date of expiration of the Termination Period.

3.6 If at any time after a Change of Control the Period of Employment is terminated by the Employee under Section 2.3, or the Company terminates or gives written notice of termination of the Period of Employment to the Employee (regardless of whether in accordance with Section 2.4), then in lieu of the periodic payment of the amounts specified in Subsections 3.5(a), (b), and (c) (except as may be otherwise prohibited by law or by said plans), the Company, at the written election of Employee, shall pay to Employee within five (5) business days of such termination or notice of termination the present value of the amounts specified in Subsections 3.5(a), (b), and (c), discounted at the greatest rate of interest then payable by Mellon Bank (or its successor) on any federally insured savings account into which Employee could deposit such amount and make immediate withdrawals therefrom without penalty, and shall provide for the remainder of the Termination Period, if any, the benefit coverage required by Subsection 3.5(d). Employee shall not be required to mitigate damages payable under this Section 3.6.

3.7 In no event will the Company be obligated to continue Employee's compensation and other benefits under Section 3.5 of this Agreement beyond Employee's sixty-fifth (65th) birthday or if Employee's employment is terminated because of gross negligence or significant willful misconduct (e.g. conviction of misappropriation of corporate assets or serious criminal offense).

4. Non-Competition Agreement During the Period of Employment and for a period of five (5) years after the termination thereof, Employee shall not, without the written consent of the Company, directly or indirectly be employed or retained by, or render any services for, or be financially interested in, any firm or corporation engaged in any business which is competitive with any business in which the Company or any of its Affiliates may have been engaged during the Period of Employment. The foregoing restriction shall not apply to the purchase by Employee of up to 5% of the outstanding shares of capital stock of any corporation whose securities are listed on any national securities exchange.

5. Loyalty Commitments During and after the Period of Employment: (a) Employee shall not disclose any confidential business information about the affairs of the Company or any of its Affiliates; and (b) Employee shall not, without the prior written consent of the Company, induce or attempt to induce any employee or agency representative of the Company or any Affiliate to leave the employment or representation of the Company or such Affiliate.

6. Separability of Provisions The terms of this Agreement shall be considered to be separable from each other, and in the event any shall be found to be invalid, it shall not affect the validity of the remaining terms.

7. Binding Effect This Agreement shall be binding upon and inure to the benefit of (a) the Company and its successors and assigns, and (b) Employee, his personal representatives, heirs, and legatees.

8. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes and revokes all prior oral or written understandings between the parties relating to Employee's employment, except with respect to matters addressed in the offer letter dated October , 2002 between the parties to the extent such matters are not covered in this Agreement. The Agreement may not be changed orally but only by a written document signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

9. Definitions The following terms herein shall (unless otherwise expressly provided) have the following respective meanings:

9.1 "Affiliate" when used with reference to the Company means any corporations, joint ventures, or other business enterprises directly or indirectly controlling, controlled by, or under common control with the Company. For purposes of this definition, "control" means ownership or power to vote 50% or more of the voting stock, venture interests, or other comparable participation in such business enterprises.

9.2 "Period of Employment" means the period commencing on the date hereof and terminating pursuant to Section 2.

9.3 "Beneficiary" means the person or persons designated in writing by Employee to Company.

9.4 "Change of Control" means any event by which (i) an Acquiring Person has become such, or (ii) Continuing Directors cease to comprise a majority of the members of the Board of Directors of the Company or the applicable Parent of the Company (a "Board"). For purposes of this definition:

(a) An "Acquiring Person" means any person or group (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder as in effect on the date of this Agreement (the "Exchange Act") who or which, together with all affiliates and associates (as defined in Rule 12B-2 under the Exchange Act) becomes, by way of any transaction, the beneficial owner of shares of the Company, or such Parent, having 20% or more of (i) the then outstanding shares of Common Stock of the Company, or such Parent, or (ii) the voting power of the then outstanding voting securities of the Company, or such Parent, entitled to vote generally in the election of directors of the Company or such Parent; and

(b) "Continuing Director" means any member of a Board, while such person is a member of such Board who is not an Acquiring Person, or an affiliate or associate of an Acquiring Person or a representative of an Acquiring Person or of any such affiliate or associate and who (i) was a member of such Board prior to the date of this Agreement, or (ii) subsequently becomes a member of such Board and whose nomination for election or election to such Board is recommended or approved by resolution of a majority of the Continuing Directors or who is included as a nominee in a proxy statement of the Company or the applicable Parent distributed when a majority of such Board consists of Continuing Directors.

9.5 "Parent" means any Affiliate directly or indirectly controlling (within the meaning of Section 9.1) the Company.

10. Notices Where there is provision herein for the delivery of written notice to either of the parties, such notice shall be deemed to have been delivered for the purposes of this Agreement when delivered in person or placed in a sealed, postpaid envelope addressed to such party and mailed by registered mail, return receipt requested to the address set forth below for the Company and the most recent address as may be on the Company records for the Employee:

For Company: DENTSPLY International Inc.
570 West College Avenue
York, PA 17404
Attention: Secretary

11. Arbitration Any controversy arising from or related to this Agreement shall be determined by arbitration in the City of Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association, and judgment upon any such determination or award may be entered in any court having jurisdiction. In the event of any arbitration between Employee and Company related to the Agreement, if employee shall be the successful party, Company will indemnify and reimburse Employee against any reasonable legal fees and expenses incurred in such arbitration.

12. Applicable Law The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

Attest: DENTSPLY INTERNATIONAL INC.

- ------------ -------------------
By:_____
Secretary President and Chief Operating Officer

- --
James G. Mosch

EXHIBIT A

BUSINESS RESPONSIBILITIES

- Australia
- Brazil
- Canada
- Gendex worldwide
- Latin America
- Mexico

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EMPLOYMENT AGREEMENT

BETWEEN

DENTSPLY INTERNATIONAL INC.

AND

BRET W. WISE

THIS AGREEMENT is entered into as of December 1, 2002, by and between
DENTSPLY International Inc., a Delaware corporation (the "Company") and Bret W. Wise, ("Employee").

WHEREAS, it is in the best interest of the Company and Employee that the terms and conditions of Employee's services be formally set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. Services

1.1 The Company shall employ Employee and Employee accepts such employment and agrees to serve as Senior Vice President and Chief Financial Officer of the Company, effective as of the date stated below, and, if elected thereto, as an officer or director of any Affiliate, for the term and on the conditions herein set forth. Employee shall be responsible for the activities and duties presently associated with these positions. Employee shall perform such other services not inconsistent with his position as shall from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President of the Company. Employee's services shall be performed at a location suitable for the performance of the Employee's assigned duties.

1.2 Employee shall at all times devote his full business time and efforts to the performance of his duties and to promote the best interests of the Company and its Affiliates.

2. Period of Employment Employment as Senior Vice President and Chief Financial Officer shall begin and continue from
, 2002, and terminate on the happening of any of the following events:

2.1 Death The date of death of Employee;

2.2 Termination by Employee Without Good Reason The date specified in a written notice of termination given to the Company by Employee not less than 180 days in advance of such specified date, at which date the Employee's obligation to perform services pursuant to this Agreement shall cease.

2.3 Termination by Employee with Good Reason Thirty (30) days following the date of a written notice of termination given to the Company by Employee within thirty (30) days after any one or more of the following events have occurred:

(a) failure by the Company to maintain the duties, status, and responsibilities of the Employee substantially consistent with those of Employee's position as of the date of the Agreement, or

(b) a reduction by the Company in Employee's base salary as in effect as of the date hereof plus all increases thereof subsequent thereto; other than any reduction implemented as part of a formal austerity program approved by the Board of Directors of the Company and applicable to all continuing employees of the Company, provided such reduction does not reduce Employee's salary by a percentage greater than the average reduction in the compensation of all employees who continue as employees of the Company during such austerity program; or

(c) the failure of the Company to maintain and to continue Employee's participation in the Company's benefit plans as in effect from time to time on a basis substantially equivalent to the participation and benefits of Company employees similarly situated to the Employee; or

(d) any substantial and uncorrected breach of the Agreement by the Company.

2.4 Termination by the Company Upon written notice of termination given to Employee by the Company, the Employee's obligation to perform services pursuant to this Agreement shall cease as of the date of such notice.

3. Payments by the Company

3.1 During the Period of Employment, the Company shall pay to the Employee for all services to be performed by Employee hereunder a salary of not less than $325,000 per annum, or such larger amount as may from time to time be fixed by the Board of Directors of the Company or, if applicable, by the Human Resources Committee of the Board (or its successor), payable in accordance with the Company's normal pay schedule.

3.2 During the Period of Employment, Employee shall be entitled to participate in all plans and other benefits made available by the Company generally to its domestic executive employees, including (without limitation) benefits under any pension, profit sharing, employee stock ownership, stock option, bonus, performance stock appreciation right, management incentive, vacation, disability, annuity, or insurance plans or programs. Any payments to be made to Employee under other provisions of this Section 3 shall not be diminished by any payments made or to be made to Employee or his designees pursuant to any such plan, nor shall any payments to be made to Employee or his designees pursuant to any such plan be diminished by any payment made or to be made to Employee under other provisions of this Section 3.

3.3 Upon termination of the Period of Employment for whatever reason, Employee shall be entitled to receive the compensation accrued and unpaid as of the date of his termination. If Employee at the time of termination is eligible to participate in any Company incentive or bonus plan then in effect, Employee shall be entitled to receive a pro-rata share of such incentive or bonus award based upon the number of days he is employed during the plan year up to the date of his termination. Such pro-rata amount shall be calculated in the usual way and paid at the usual time.

3.4 If the Period of Employment terminates upon the death of Employee, the Company shall continue payment of his then current salary for a period of 12 months from the date of death, together with his pro-rata share of any incentive or bonus payments due for the period prior to his death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

3.5 If the Period of Employment is terminated by the Employee under Section 2.3, or by the Company under Section 2.4, the Company shall continue to pay compensation and provide benefits to the employee as provided in this Section 3.5 for a period (the "Termination Period") beginning on the date of the termination notice and ending on the earlier of: (i) the second annual anniversary of the date of such termination notice; or (ii) the date on which the Employee would attain age 65, as follows:

(a) Compensation shall be paid to the Employee at the rate of salary being paid to Employee under Section 3.1 immediately before the termination;

(b) Bonus and incentive compensation shall be paid to the Employee in accordance with plans approved by the Board of Directors and similar to those in which the Employee participated at time of termination, using the same formula and calculations as if termination had not occurred. The Employee shall not be entitled to receive any further grants of stock options under any stock option or similar such plan subsequent to the date of termination, but outstanding stock options shall continue to vest during the Termination Period in accordance with the applicable stock option plan;

(c) Employee shall receive the benefits that would have been accrued by the Employee during the Termination Period from participation by the Employee under any pension, profit sharing, employee stock ownership plan ("ESOP") or similar retirement plan or plans of the Company or any Affiliate in which the Employee participated immediately before the termination, in accordance with the terms of any such plan (or, if not available, in lieu thereof be compensated for such benefits), based on service the Employee would have had during the Termination Period and compensation (and, if applicable, bonus and incentive compensation) as determined under Section (a) (and, if applicable, Subsection (b) above);

(d) Employee shall receive continued coverage during the Termination Period under all employee disability, annuity, insurance, or other employee welfare benefit plans, programs or arrangements of the Company or any Affiliate in which Employee participated immediately before the notice of termination, plus all improvements subsequent thereto (or, if not available, in lieu thereof be compensated for such coverage); and

(e) In the event of the death of Employee during the Termination Period, the Company shall continue to make payments under Subsection 3.5(a) for the period that is the lesser of the remainder of the Termination Period or twelve (12) months, and shall pay any bonuses due under Subsection 3.5(b) on a pro-rata basis until the date of Employee's death, to Employee's designated beneficiary or, if no beneficiary has been effectively designated, then to Employee's estate.

Except as provided in Section 3.6, payment of compensation under Subsection 3.5(a) above shall be made at the same time as payments of compensation under Section 3.1, and payments of other benefits under Subsections 3.5(b) and (c) shall be paid at the same time and to the same person as compensation or benefits would have been paid under the plan, program, or arrangement to which they relate (after taking into account any election made by the Employee with respect to payments under such plan, program, or arrangement), and shall be pro-rated for any partial year through the date of expiration of the Termination Period.

3.6 If at any time after a Change of Control the Period of Employment is terminated by the Employee under Section 2.3, or the Company terminates or gives written notice of termination of the Period of Employment to the Employee (regardless of whether in accordance with
Section 2.4), then in lieu of the periodic payment of the amounts specified in Subsections 3.5(a), (b), and (c) (except as may be otherwise prohibited by law or by said plans), the Company, at the written election of Employee, shall pay to Employee within five (5) business days of such termination or notice of termination the present value of the amounts specified in Subsections 3.5(a), (b), and (c), discounted at the greatest rate of interest then payable by Mellon Bank (or its successor) on any federally insured savings account into which Employee could deposit such amount and make immediate withdrawals therefrom without penalty, and shall provide for the remainder of the Termination Period, if any, the benefit coverage required by Subsection 3.5(d). Employee shall not be required to mitigate damages payable under this Section 3.6.

3.7 In no event will the Company be obligated to continue Employee's compensation and other benefits under the Agreement beyond Employee's sixty-fifth (65th) birthday or if Employee's employment is terminated because of gross negligence or significant willful misconduct (e.g. conviction of misappropriation of corporate assets or serious criminal offense).

4. Non-Competition Agreement During the Period of Employment and for a period of five (5) years after the termination thereof, Employee shall not, without the written consent of the Company, directly or indirectly be employed or retained by, or render any services for, or be financially interested in, any firm or corporation engaged in any business which is competitive with any business in which the Company or any of its Affiliates may have been engaged during the Period of Employment. The foregoing restriction shall not apply to the purchase by Employee of up to 5% of the outstanding shares of capital stock of any corporation whose securities are listed on any national securities exchange.

5. Loyalty Commitments During and after the Period of Employment: (a) Employee shall not disclose any confidential business information about the affairs of the Company or any of its Affiliates; and (b) Employee shall not, without the prior written consent of the Company, induce or attempt to induce any employee or agency representative of the Company or any Affiliate to leave the employment or representation of the Company or such Affiliate.

6. Separability of Provisions The terms of this Agreement shall be considered to be separable from each other, and in the event any shall be found to be invalid, it shall not affect the validity of the remaining terms.

7. Binding Effect This Agreement shall be binding upon and inure to the benefit of (a) the Company and its successors and assigns, and (b) Employee, his personal representatives, heirs, and legatees.

8. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes and revokes all prior oral or written understandings between the parties relating to Employee's employment, except with respect to matters addressed in the offer letter dated
October , 2002 between the parties to the extent such matters are not covered in this Agreement. The Agreement may not be changed orally but only by a written document signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

9. Definitions The following terms herein shall (unless otherwise expressly provided) have the following respective meanings:

9.1 "Affiliate" when used with reference to the Company means any corporations, joint ventures, or other business enterprises directly or indirectly controlling, controlled by, or under common control with the Company. For purposes of this definition, "control" means ownership or power to vote 50% or more of the voting stock, venture interests, or other comparable participation in such business enterprises.

9.2 "Period of Employment" means the period commencing on the date hereof and terminating pursuant to Section 2.

9.3 "Beneficiary" means the person or persons designated in writing by Employee to Company.

9.4 "Change of Control" means any event by which (i) an Acquiring Person has become such, or (ii) Continuing Directors cease to comprise a majority of the members of the Board of Directors of the Company or the applicable Parent of the Company (a "Board"). For purposes of this definition:

(a) An "Acquiring Person" means any person or group (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder as in effect on the date of this Agreement (the "Exchange Act") who or which, together with all affiliates and associates (as defined in Rule 12B-2 under the Exchange Act) becomes, by way of any transaction, the beneficial owner of shares of the Company, or such Parent, having 20% or more of (i) the then outstanding shares of Common Stock of the Company, or such Parent, or (ii) the voting power of the then outstanding voting securities of the Company, or such Parent, entitled to vote generally in the election of directors of the Company or such Parent; and

(b) "Continuing Director" means any member of a Board, while such person is a member of such Board who is not an Acquiring Person, or an affiliate or associate of an Acquiring Person or a representative of an Acquiring Person or of any such affiliate or associate and who (i) was a member of such Board prior to the date of this Agreement, or (ii) subsequently becomes a member of such Board and whose nomination for election or election to such Board is recommended or approved by resolution of a majority of the Continuing Directors or who is included as a nominee in a proxy statement of the Company or the applicable Parent distributed when a majority of such Board consists of Continuing Directors.

9.5 "Parent" means any Affiliate directly or indirectly controlling (within the meaning of Section 9.1) the Company.

10. Notices Where there is provision herein for the delivery of written notice to either of the parties, such notice shall be deemed to have been delivered for the purposes of this Agreement when delivered in person or placed in a sealed, postpaid envelope addressed to such party and mailed by registered mail, return receipt requested to the address set forth below or the most recent address as may be on the Company records for the Employee:

For Employee: Bret W. Wise
6157 Burr Oak Way
Hudson, OH 44236

For Company: DENTSPLY International Inc.
570 West College Avenue
York, PA 17405

11. Arbitration Any controversy arising from or related to this Agreement shall be determined by arbitration in the City of Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association, and judgment upon any such determination or award may be entered in any court having jurisdiction. In the event of any arbitration between Employee and Company related to the Agreement, if employee shall be the successful party, Company will indemnify and reimburse Employee against any reasonable legal fees and expenses incurred in such arbitration.

12. Applicable Law The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year
first above written.

Attest: DENTSPLY INTERNATIONAL INC.

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By:_____

Secretary President and Chief Operating Officer

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Bret W. Wise

Summary of 2002 Incentive Compensation Plan

At the end of 2001, the Human Resources Committee of the Board of Directors adopted the Year 2002 Incentive Compensation Plan (the "Plan"). The Plan established target award opportunities ranging from 23% of base salary for key employees to 80% 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 80% and 65%, 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 43%, respectively, of their base salaries. Messrs. Miles, Kunkle, Jellison, Lehner, Roos, Weston, Whiting and Addison received bonus awards for 2002 of 97.0%, 78.8%, 66.7%, 74.4%, 52.0%, 59.4%, 74.4% and 52.1%, respectively.

EXHIBIT 13 - Pages 9 through 47 of the Company's Annual Report to Shareholders for fiscal year 2002

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
SELECTED FINANCIAL DATA

	Year ended December 31,				
	2002	2001	2000	1999	1998
	(dollars in thousands, except per share amounts)				
Statement of Income Data:					
Net sales	$ 1,513,742	$1,132,968	$ 889,796	$ 836,438	$ 800,456
Net sales without precious metal content	1,326,653	1,082,323	889,796	836,438	800,456
Gross profit	732,899	568,520	462,771	430,972	415,286
Restructuring and other costs (income)	(2,732)	5,073	(56)	-	71,500
Operating income	256,500	176,045	161,422	147,229	67,216
Income before income taxes	220,985	185,127	151,796	138,019	55,101
Net income	$ 147,952	$ 121,496	$ 101,016	$ 89,863	$ 34,825
Earnings per Common Share:					
Net income-basic	$ 1.89	$ 1.56	$ 1.30	$ 1.14	$ 0.44
Net income-diluted	1.85	1.54	1.29	1.13	0.43
Cash dividends declared per common share	$ 0.18400	$ 0.18333	$ 0.17083	$ 0.15417	$ 0.14000
Weighted Average Common Shares Outstanding:					
Basic	78,180	77,671	77,785	79,131	79,995
Diluted	79,994	78,975	78,560	79,367	80,396
Balance Sheet Data:					
Working capital	$ 175,256	$ 125,726	$ 157,316	$ 138,448	$ 128,076
Total assets	2,087,033	1,798,151	866,615	863,730	895,322
Total debt	774,373	731,158	110,294	165,467	233,761
Stockholders' equity	835,928	609,519	520,370	468,872	413,801
Return on average stockholders' equity	20.5%	21.5%	20.4%	20.4%	8.3%
Long-term debt to total capitalization	47.9%	54.3%	17.4%	23.7%	34.4%
Other Data:					
Depreciation and amortization	$ 43,859	$ 54,334	$ 41,359	$ 39,624	$ 37,474
Capital expenditures	57,454	49,337	28,425	33,386	31,430
Property, plant and equipment, net	313,178	240,890	181,341	180,536	158,998
Goodwill and other intangibles, net	1,134,506	1,012,160	344,753	349,421	346,073
Interest expense, net	27,385	18,256	6,797	12,252	11,532
Cash flows from operating activities	172,983	211,068	145,622	125,877	96,323
Inventory days	100	93	114	122	132
Receivable days	49	46	52	52	55
Income tax rate	33.0%	34.4%	33.5%	34.9%	36.8%

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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 and uncertainties discussed within Item I, Part I of the Company's Annual Report on Form 10-K.

In January 2002, the Company acquired the partial denture business of Austenal Inc. ("Austenal"), and in 2001 the Company made three significant acquisitions. In January 2001, the Company acquired the outstanding shares of Friadent GmbH ("Friadent"), a global dental implant manufacturer and marketer. In March 2001, the Company acquired the dental injectible anaesthetic assets of AstraZeneca ("AZ Assets"). In October 2001, the Company acquired the Degussa Dental Group ("Degussa Dental"), a manufacturer and seller of dental products, including precious metal alloys, ceramics, dental laboratory equipment and chairside products. The details of these transactions are discussed in Note 3 to the Consolidated Financial Statements. The results of these acquired companies have been included in the consolidated financial statements since the dates of acquisition. These acquisitions, accounted for using the purchase method, significantly impact the comparability between years.

A significant portion of DENTSPLY's net sales is comprised of sales of precious metals generated through its precious metal alloy product offerings. Due to the fluctuations of precious metal prices and because the precious metal content of the Company's sales is largely a pass-through to customers and has minimal effect on earnings, DENTSPLY reports sales both with and without precious metals to show the Company's performance independent of precious metal price volatility and to enhance comparability of performance between periods.Certain reclassifications have been made to prior years' data

in order to conform to the current year presentation.

RESULTS OF OPERATIONS, 2002 COMPARED TO 2001

Net Sales

Net sales in 2002 increased $380.8 million, or 33.6%, to $1,513.7 million. Net sales, excluding precious metals, increased $244.3 million, or 22.6%, to $1,326.7 million. The growth in sales, excluding the precious metal content, was driven by internal growth of 6.8%, 14.6% growth from acquisitions and a 1.2% positive impact from currency translation as several major currencies strengthened against the U.S. dollar during the year. The sales growth in 2002, excluding precious metal content, in total and by region is as follows:

Sales Growth By Region
(excluding precious metal content)

	Total Consolidated	United States	Europe	All Other Regions
Internal growth	6.8%	9.1%	5.4%	2.7%
Acquisition growth	14.6%	4.5%	33.0%	16.3%
Foreign currency translation	1.2%	0.1%	5.6%	-2.0%
	22.6%	13.7%	44.0%	17.0%

Internal sales growth was strongest in the United States at 9.1%, while Europe grew 5.4% organically. The Company also continued to experience strong internal growth in the Pacific Rim and Asia (excluding Japan). Internal growth was most notable in implants, endodontics, orthodontics, other consumables, intra-oral cameras and digital x-ray systems. The laboratory side of the business was the weakest, particularly in Europe where economic conditions appear to be reducing demand for high-end procedures that are deferrable by the patient.

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Graph titled "2002 Geographic Sales"

Information disclosed:

Region	% of Sales
United States	45%
Europe	37%
Japan	5%
Pacific Rim and Asia	3%
Latin America	4%
Other Regions	6%

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Graph titled "2002 Product Distribution"

Information disclosed:

Product Category	% of Sales
Consumables and Small Equipment	92%
Heavy Equipment	6%
Non-Dental	2%

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Internal sales growth for heavy equipment, including x-ray equipment and intra-oral cameras, was 8.5% in 2002 while internal sales growth for consumable and small equipment, including laboratory products, was 7.1%. These increases were offset slightly by softening sales of non-dental products.

Gross Profit

Gross profit was $732.9 million in 2002 compared to $568.5 million in 2001, an increase of $164.4 million, or 28.9%. Gross profit, including precious metals, represented 48.4% of net sales in 2002 compared to 50.2% in 2001. The decline in 2002 is due to the inclusion of the Degussa Dental business for a full year versus just one quarter in 2001 and the corresponding relatively high precious metal content of these sales. Gross profit for 2002, excluding precious metal content, represented 55.2% of net sales compared to 52.5% in 2001. The gross profit margin in 2002, excluding the precious metals pass through, benefited from new product introductions, a favorable product mix, and the integration and restructuring benefits related to acquisitions completed over the past several years. The 2001 period included the negative impact of the amortization of the Friadent and Degussa Dental inventory step-ups recorded in connecton with purchase price accounting. 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 percentage and reduce inventory levels, but also improve our overall competitive advantage.

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Graph titled "Gross Profit Percentage"

Information disclosed:

Year	Gross Profit Percentage
1998	51.9%
1999	51.5%
2000	52.0%
2001	52.5%
2002	55.2%

Footnote:

Excludes precious metals content of net sales.
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Operating Expenses

Selling, general and administrative ("SG&A") expense increased $91.7 million, or 23.7%, to $479.1 million in 2002 from $387.4 million in 2001. As a percentage of sales, including precious metals, SG&A expenses decreased to 31.7% compared to 34.2% in 2001. This decrease is mainly due to the discontinuation of goodwill and indefinite-lived intangible asset amortization in 2002, which in 2001 amounted to $17.8 million ($14.0 million, net of tax). As a percentage of sales, excluding precious metals, SG&A expenses increased to 36.1% compared to 35.8% in 2001. This increase was primarily driven by the inclusion of the Degussa Dental business, and its higher SG&A expense ratio (excluding precious metal content), for a full year versus one quarter in 2001, offset by the discontinuation of goodwill and indefinite-lived intangible asset amortization in 2002. This increase also included higher insurance and legal expenses in 2002.

During 2002, the Company recorded restructuring and other income of $2.7 million ($1.8 million, net of tax), including $3.7 million which resulted from changes in estimates related to prior period restructuring initiatives, offset somewhat by a restructuring charge for the combination of the CeraMed and U.S. Friadent divisions of $1.7 million. In addition, the Company recognized a gain of $0.7 million related to the insurance settlement for fire damages sustained at the Company's Maillefer facility. The 2001 period included a restructuring charge of $5.5 million to improve efficiencies in Europe, Brazil and North America and $11.5 million of restructuring and other costs primarily related to the Degussa Dental acquisition and its integration with DENTSPLY. An additional cost of $2.4 million was recorded for a payment made at the point of regulatory filings related to Oraqix, a product for which the Company acquired rights in the AZ Asset acquisition. These charges were offset by a gain of $8.5 million related to the restructuring of the Company's U.K. pension arrangements and a gain of $5.8 million for an insurance settlement for equipment destroyed in the fire at the Company's Maillefer facility in Switzerland. The above items in 2001, on a net basis, amount to charges of $5.1 million ($3.5 million, net of tax) (see Note 14 to the Consolidated Financial Statements).

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Graph titled "Operating Income Percentage"

Information disclosed:

Year	Operating Income Percentage
1998	8.4%
1999	17.6%
2000	18.1%
2001	16.3%
2002	19.3%

Footnote:

Excludes precious metals content of net sales.
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Other Income and Expenses

Net interest expense increased $9.1 million in 2002 due to higher debt levels associated with the acquisition activities in 2002 and 2001. Other income decreased $35.5 million in 2002, due primarily to income recognized in 2001 of $24.5 million ($15.1 million, net of tax) which included a $23.1 million gain from the sale of Infosoft, LLC and a $1.4 million minority interest benefit related to an intangible impairment charge included in restructuring and other costs. Other income and expense in 2002 also included a $4.7 million unfavorable change in currency transaction gain/loss resulting from the significant weakening of the U.S. dollar in 2002, a $1.1 million loss realized on the share exchange with PracticeWorks, Inc. and a net loss of $2.5 million on mark-to-market adjustment for the warrants received in the transaction. Also contributing to the decrease in other income in 2002 was a decrease of $0.8 million in accrued dividends related to the PracticeWorks, Inc. preferred stock prior to the time of the PracticeWorks share exchange.

Earnings

Income before income taxes in 2002 increased $35.9 million, or 19.4%, to $221.0 million from $185.1 million in 2001. The effective tax rate decreased to 33.0% in 2002 from 34.4% in 2001.

Net income increased $26.5 million, or 21.8%, to $148.0 million in 2002 from $121.5 million in 2001. Fully diluted earnings per share were $1.85 in 2002, an increase of 20.1% from $1.54 in 2001. Net income in 2002 and 2001 included charges and income that affect the comparability between years as described above.

RESULTS OF OPERATIONS, 2001 COMPARED TO 2000

Net Sales

Net sales in 2001 increased $243.2 million, or 27.3%, to $1,133.0 million. Net sales, excluding precious metals, increased $192.5 million, or 21.6%, to $1,082.3 million. The growth in sales, excluding the precious metal content, was driven by internal growth of 6.2% and 17.1% growth from acquisitions, partially offset by a 1.7% negative impact from currency translation as the U.S. dollar strengthened against several major currencies during the year. The sales growth in 2001, excluding precious metal content, in total and by region is as follows:

Sales Growth By Region
(excluding precious metal content)

	Total Consolidated	United States	Europe	All Other Regions
Internal growth	6.2%	7.4%	5.6%	3.0%
Acquisition growth	17.1%	4.4%	40.9%	27.1%
Foreign currency translation	-1.7%	0.0%	-2.4%	-5.9%
	21.6%	11.8%	44.1%	24.2%

Internal sales growth was strongest in the United States at 7.4%, while Europe grew 5.6% internally. The Company also continued to experience strong internal growth in the Pacific Rim and Asia (excluding Japan). Internal growth was most notable in endodontics, orthodontics, other consumables, intra-oral cameras and digital x-ray systems.

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Graph titled "2001 Geographic Sales"

Information disclosed:

Region	% of Sales
United States	51%
Europe	29%
Japan	4%
Pacific Rim and Asia	4%
Latin America	5%
Other Regions	7%

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Graph titled "2001 Product Distribution"

Information disclosed:

Product Category	% of Sales
Consumables and Small Equipment	90%
Heavy Equipment	7%
Non-Dental	3%

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Internal sales growth for heavy equipment, including x-ray equipment and intra-oral cameras, was 9.1%, while consumable and small equipment internal sales growth was 6.5%. These increases were offset slightly by softening sales of non-dental products in 2001.

Gross Profit

Gross profit was $568.5 million in 2001 compared to $462.8 million in 2000, an increase of $105.7 million, or 22.8%. Gross profit for 2001 represented 50.2% of net sales, or 52.5% excluding sales of precious metals, compared to 52.0% of net sales in 2000. There were no sales of precious metals in 2000. The gross profit margin, excluding precious metals, was benefited by a favorable product mix, restructuring and operational improvements during 2001. These benefits were offset by the negative impact of a stronger U.S. dollar and the negative impact of the amortization of the Friadent and Degussa Dental inventory step-ups recorded in connecton with the purchase accounting.

Operating Expenses

SG&A expense increased $86.0 million, or 28.5%, to $387.4 million in 2001 from $301.4 million in 2000. As a percentage of sales, SG&A expenses increased to 34.2% compared to 33.9% in 2000. As a percentage of sales without precious metal content, SG&A expenses were 35.8% in 2001. Acquisitions and higher research and development spending were the primary reasons for this increase. In addition, amortization of goodwill and indefinite-lived intangible assets increased to $17.8 million ($14.0 million, net of tax) from $10.2 million ($8.3 million, net of tax) in 2000, which contributed to the increase.

During 2001, the Company recorded net restructuring and other costs of $5.1 million ($3.5 million, net of tax). The 2001 period included a restructuring charge of $5.5 million to improve efficiencies in Europe, Brazil and North America and $11.5 million of restructuring and other costs primarily related to the Degussa Dental acquisition and its integration with DENTSPLY. An additional cost of $2.4 million was recorded for a payment made at the point of regulatory filings related to Oraqix, a product for which the Company acquired rights in the AZ Asset acquisition. These charges were offset by a gain of $8.5 million related to the restructuring of the Company's U.K. pension arrangements and a gain of $5.8 million for an insurance settlement for equipment destroyed in the fire at the Company's Maillefer facility in Switzerland (see Note 14 to the Consolidated Financial Statements).

Other Income and Expenses

Net interest expense increased $11.5 million in 2001 due to higher debt levels associated with the significant acquisition activity during 2001, offset somewhat by strong operating cash flow and lower interest rates. Other income of $27.3 million in 2001 compares with other expense of $2.8 million in 2000. The increase in 2001 was due primarily to income recognized in 2001 of $24.5 million ($15.1 million, net of tax) which included a $23.1 million gain related to the Company's sale of InfoSoft, LLC to PracticeWorks, Inc. and a $1.4 million minority interest benefit related to an intangible impairment charge included in restructuring and other costs. Also contributing to the increase in other income was $1.7 million of accrued dividends related to this preferred stock investment and $1.2 million of gains from foreign exchange transactions. The other expense in 2000 represented mainly losses on foreign exchange transactions.

Earnings

Income before income taxes in 2001 increased $33.3 million, or 21.9%, to $185.1 million from $151.8 million in 2000. The effective tax rate increased to 34.4% in 2001 from 33.5% in 2000.

Net income increased $20.5 million, or 20.3%, to $121.5 million in 2001 from $101.0 million in 2000. Fully diluted earnings per share were $1.54 in 2001, an increase of 19.4% from $1.29 in 2000. Net income in 2001 and 2000 included charges and income that affect the comparability between years as described above. Net income and diluted earnings per common share for 2001 include additional goodwill amortization and interest costs related to the $84.6 million Tulsa earn-out payment and inventory step-up charges for Friadent and Degussa Dental during the year.

FOREIGN CURRENCY

Since approximately 50% of the Company's 2002 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, Switzerland, and the Netherlands.

CRITICAL ACCOUNTING JUDGEMENTS AND ESTIMATES

The Company has identified below the accounting estimates believed to be critical to its business and results of operations. These critical estimates represent those accounting policies that involve the most complex or subjective decisions or assessments.

Goodwill and Other Long-Lived Assets

Effective January 1, 2002, the Company adopted Statement of Financial Accounting Standards No. 142 ("SFAS 142"), "Goodwill and Other Intangible Assets". This statement requires that the amortization of goodwill and indefinite-lived intangible assets be discontinued and instead an annual impairment approach be applied. The Company performed the transitional impairment tests upon adoption and the annual impairment tests during 2002, as required, and no impairment was identified. These impairment tests are based upon a fair value approach rather than an evaluation of the undiscounted cash flows. If impairment is identified under SFAS 142, the resulting charge is determined by recalculating goodwill through a hypothetical purchase price allocation of the fair value and reducing the current carrying value to the extent it exceeds the recalculated goodwill. If impairment is identified on indefinite-lived intangibles, the resulting charge reflects the excess of the asset's carrying cost over its fair value.

Other long-lived assets, such as identifiable intangible assets and fixed assets, are amortized or depreciated over their estimated useful lives. These assets are reviewed for impairment whenever events or circumstances provide evidence that suggest that the carrying amount of the asset may not be recoverable with impairment being based upon an evaluation of the identifiable undiscounted cash flows. If impaired, the resulting charge reflects the excess of the asset's carrying cost over its fair value.

If market conditions become less favorable, future cash flows, the key variable in assessing the impairment of these assets, may decrease and as a result the Company may be required to recognize impairment charges.

Inventories

Inventories are stated at the lower of cost or market. The cost of inventories is determined primarily by the first-in, first-out ("FIFO") or average cost methods, with a small portion being determined by the last-in, first-out ("LIFO") method. The Company establishes reserves for inventory estimated to be obsolete or unmarketable equal to the difference between the cost of inventory and estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those anticipated, additional inventory reserves may be required.

Accounts Receivable

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. The Company establishes allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. If the financial condition of the Company's customers were to deteriorate, their ability to make required payments may become impaired, and increases in these allowances may be required. In addition, a negative impact on sales to those customers may occur.

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. In assessing the valuation allowance, the Company has considered future taxable income and ongoing tax planning strategies. Changes in these circumstances, such as a decline in future taxable income, may result in an additional valuation allowance being required. Except for certain earnings that the Company intends to reinvest indefinitely, provision has been made for the estimated U.S. federal income tax liabilities applicable to undistributed earnings of affiliates and associated companies. Judgement is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns. If the outcome of these future tax consequences differs from our estimates the outcome could materially impact our financial position or our results of operations. In addition, we operate within multiple taxing jurisdictions and are subject to audit in these jurisdictions. We record accruals for the estimated outcomes of these audits and the accruals may change in the future due to the outcome of these audits.

Litigation

The Company and its subsidiaries are from time to time parties to lawsuits arising out of their respective operations. The Company records liabilities when a loss is probable and can be reasonably estimated. These estimates are based on an analysis made by internal and external legal counsel which considers information known at the time. The Company believes it has estimated any liabilities for probable losses well in the past; however, court decisions could cause liability to be incurred in excess of estimates.

LIQUIDITY AND CAPITAL RESOURCES

Cash flows from operating activities during 2002 were $173.0 million compared to $211.1 million during 2001. The 2001 cash flows benefited from a $29.1 million reduction in precious metal inventory acquired in the Degussa Dental acquisition. Excluding this reduction, cash flows from operating activities decreased by $9.0 million from 2001 to 2002. This decrease resulted primarily from restructuring outflows and payments of annual volume rebates for precious metal purchases, offset somewhat by higher operating earnings.

****
Graph titled "Working Capital Management"

Information disclosed:

Year	Inventory Days	Receivable Days
1998	132	55
1999	122	52
2000	114	52
2001	93	46
2002	100	49

****

Investing activities, for the year ended December 31, 2002, include capital expenditures of $57.5 million. During 2003, the Company expects its capital expenditures to be approximately $70 million. This increase from 2002 is due largely to expenditures related to the construction of the Company's pharmaceutical manufacturing facility in Chicago, IL. Net acquisition activity for 2002 was $49.8 million, which primarily included cash paid to acquire Austenal of $21.1 million and additional net consideration of $24.7 million related to the purchases of Degussa Dental, the AZ Assets and Friadent. Additionally, in 2003, the Company expects to make the remaining payments of $18 million related to the Oraqix agreement and may be required to make a payment of up to $10 million for the final consideration related to the Degussa Dental purchase if an unfavorable ruling is received in arbitration (see Note 3 to the consolidated financial statements).

The Company's long-term debt increased by $46.3 million in 2002 to $769.8 million. This net change included an increase of $136.6 million due to exchange rate fluctuations on non-U.S. dollar denominated debt. A portion of this debt qualifies as a hedge of the Company's net investments in certain foreign subsidiaries and the offset of this increase is reflected in "Accumulated other comprehensive gain (loss)". In addition, another portion of this debt is hedged by cross currency swaps, the value of which increased by $58.1 million in 2002 to an asset position of $52.3 million and is reflected in "Other noncurrent assets". As a result, the income statement impact of the change in currency related to the debt is completely offset by the income statement impact of changes in the fair values of the swaps. Excluding the exchange rate fluctuations, long-term debt was reduced by $90.3 million during 2002 from operating cash flows. During 2002, the Company's ratio of long-term debt to total capitalization decreased to 47.9% compared to 54.3% at December 31, 2001.

Under its multi-currency revolving credit agreement, the Company is able to borrow up to $250 million through May 2006 ("the five-year facility") and $250 million through May 2003 ("the 364 day facility"). The 364-day facility terminates in May 2003, but may be extended, subject to certain conditions, for additional periods of 364 days. This revolving credit agreement is unsecured and contains various financial and other covenants. The Company also has available an aggregate $250 million under two commercial paper facilities; a $250 million U.S. facility and a $250 million U.S. dollar equivalent European facility ("Euro CP facility"). Under the Euro CP facility, borrowings can be denominated in Swiss francs, Japanese yen, Euros, British pounds and U.S. dollars. The 364-day facility serves as a back-up to these commercial paper facilities. The total available credit under the commercial paper facilities and the 364-day facility is $250 million.

The Company also has access to $83.2 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.

In total, the Company had unused lines of credit of $420.9 million at December 31, 2002. Access to most of these available lines of credit is contingent upon the Company being in compliance with certain affirmative and negative covenants relating to its operations and financial condition. The most restrictive of these covenants 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. At December 31, 2002, the Company was in compliance with these covenants.

The following table presents the Company's scheduled contractual cash obligations at December 31, 2002:

Contractual Obligations	Less Than 1 Year	1-4 Years	5 Years Or More	Total
		(in thousands)		
Long-term debt	$ 23,156	$706,429	$ 40,238	$769,823
Operating leases	75,542	23,493	12,394	111,429
	$ 98,698	$729,922	$ 52,632	$881,252

The Company expects on an ongoing basis, to be able to finance cash requirements, including capital expenditures, stock repurchases, debt service, operating leases and potential future acquisitions, from the funds generated from operations and amounts available under its existing credit facilities.

PENDING ACCOUNTING CHANGES

In June 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 143 ("SFAS 143"), "Accounting for Asset Retirement Obligations". It applies to legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and (or) the normal operation of a long-lived asset, except for certain obligations of lessees. SFAS 143 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset and subsequently allocated to expense over the asset's useful life. SFAS 143 is effective for the Company in 2003 and the effect of adoption is not expected to be material.

In June 2002, the FASB issued Statement of Financial Accounting Standards No. 146 ("SFAS 146"), "Accounting for Costs Associated with Exit or Disposal Activities". SFAS 146 nullifies Emerging Issues Task Force ("EITF") Issue No. 94-3 ("EITF 94-3"), "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity". The principal change resulting from this statement as compared to EITF 94-3 relates to more stringent requirements for the recognition of a liability for a cost associated with an exit or disposal activity. This Statement requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. Under EITF 94-3, a liability for an exit cost was recognized at the date of an entity's commitment to an exit plan. This Statement also establishes that fair value is the objective for initial measurement of the liability. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002, with early application encouraged. Based on a preliminary assessment of this new standard, the Company believes that SFAS 146 may impact the timing of the recognition of future restructuring activities, whereby liabilities associated with the elements of the restructuring plan may need to be recognized at various dates subsequent to the commitment date rather than at the commitment date, which is the Company's current practice.

In November 2002, the FASB issued Interpretation No. 45 ("FIN 45"), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others". FIN 45 elaborates on the disclosures to be made by a guarantor in its interim and annual financial statements about its obligations under certain guarantees that it has issued. In addtion, it clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. The interpretation is effective on a prospective basis to guarantees issued or modified after December 31, 2002. The disclosure requirements of FIN 45 are effective for financial statements of interim or annual periods ending after December 15, 2002 and the Company has complied with these requirements. The Company is currently evaluating the impact of the application of this interpretation, but does not expect that FIN 45 will have a material impact on its financial statements.

In December 2002, the FASB issued Statement of Financial Accounting Standards No. 148 ("SFAS 148"), "Accounting for Stock-Based Compensation - Transition and Disclosure - an Amendment of FAS 123". This Statement amends Statement of Financial Accounting Standards No. 123 ("SFAS 123"), "Accounting for Stock-Based Compensation", to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this Statement amends the disclosure requirements of SFAS 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. The annual disclosure provisions of SFAS 148 are effective for annual periods ending after December 31, 2002 and the interim disclosure provisions are effective for the first interim period beginning after December 15, 2002. The Company has complied with these disclosure requirements and has elected not to adopt the fair value based accounting provisions of this new standard.

In January 2003, the FASB issued Interpretation No. 46 ("FIN 46"), "Consolidation of Variable Interest Entities, an interpretation of ARB 51". The primary objectives of this interpretation are to provide guidance on the identification of entities for which control is achieved through means other than through voting rights ("variable interest entities") and how to determine when and which business enterprise should consolidate the variable interest entity (the "primary beneficiary"). This new model for consolidation applies to an entity which either (1) the equity investors (if any) do not have a controlling financial interest or (2) the equity investment at risk is insufficient to finance that entity's activities without receiving additional subordinated financial support from other parties. In addition, FIN 46 requires that both the primary beneficiary and all other enterprises with a significant variable interest in a variable interest entity make additional disclosures. Certain disclosure requirements of FIN 46 are effective for financial statements issued after January 31, 2003. The remaining provisions of FIN 46 are effective immediately for all variable interest entities created after January 31, 2003 and are effective beginning in the first interim or annual reporting period beginning after June 15, 2003 for all variable interest entities created before February 1, 2003. The Company has determined that the application of this standard will not have a material impact on its financial statements.

QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The information 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, movements in foreign currency exchange rates and potential price volatility of commodities used by the Company in its manufacturing processes. 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. In order to limit the unanticipated earnings fluctuations from volatility in commodity prices, the Company selectively enters into commodity price swaps to convert variable raw material costs to fixed costs. 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 in addition to the risks on its financial instruments, such as possible impacts on its pricing and production costs, 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 estimates the fair value of its total long-term debt was $774.0 million versus its carrying value of $769.8 million as of December 31, 2002. The fair value approximated the carrying value since much of the Company's debt is variable rate and reflects current market rates. The fixed rate Eurobonds are effectively converted to variable rate as a result of an interest rate swap and the interest rates on revolving debt and commercial paper are variable and therefore the fair value of these instruments approximates their carrying values. The Company has fixed rate Swiss franc and Japanese yen denominated notes with estimated fair values that differ from their carrying values. At December 31, 2002, the fair value of these instruments was $235.6 million versus their carrying values of $231.4 million. The fair values differ from the carrying values due to lower market interest rates at December 31, 2002 versus the rates at issuance of the notes. The Company holds equity securities, classified as available-for-sale, within "Other noncurrent assets". The carrying value of these securities was $12.4 million which includes $7.9 million of unrealized losses which the Company deems to be temporary. In accordance with SFAS 115, the Company records the unrealized losses related to these securities within "Accumulated other comprehensive gain (loss)"until sold.

Derivative Financial Instruments

The Company employs derivative financial instruments to hedge certain anticipated transactions, firm commitments, or assets and liabilities denominated in foreign currencies. Additionally, the Company utilizes interest rate swaps to convert floating rate debt to fixed rate, fixed rate debt to floating rate, cross currency basis swaps to convert debt denominated in one currency to another currency and commodity swaps to fix its variable raw materials. The Company also holds stock warrants which are considered derivative financial instruments as defined under SFAS No. 133.

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, 2002 are summarized in the table that follows. These foreign exchange contracts generally have maturities of less than twelve 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, fixed rate debt to floating rate, and cross currency basis swaps to convert debt denominated in one currency to another currency. In July 1998, the Company entered into interest rate swap agreements with notional amounts totaling $80.0 million converting a portion of its variable rate financing to fixed rate debt. These U.S. dollar swaps were terminated in February 2001 at a cost of $1.2 million. In January 2000 and February 2001, the Company entered into interest rate swap agreements with notional amounts totaling 180 million Swiss francs converting a portion of the Company's variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of 3.3% for an average period of 4 years. In February 2002, the Company entered into interest rate swap agreements with notional amounts totaling 12.6 billion Japanese yen converting a portion of its variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of 1.6% for a term of ten years. As part of this transaction, the Company offset a portion of its Swiss franc swaps (115 million Swiss francs) by entering into reverse swap agreements with identical terms. In December 2001, the Company entered into a series of fixed to variable rate swaps to convert its fixed rate 5.75% coupon Eurobonds into variable debt, currently at 4.4%. Additionally, the Company entered into a series of freestanding Euro to U.S. dollar cross currency basis swaps to effectively convert the Eurobonds and related interest expense to U.S. dollars, currently at 2.8%. 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 and foreign exchange rates. At December 31, 2002, the estimated net fair values of the swap agreements was $52.3 million.

Commodity Price Risk Management The Company selectively enters into commodity price swaps to effectively fix certain variable raw material costs. In November 2001, the Company entered into a commodity price swap agreement with notional amounts totaling 270,000 troy ounces of silver bullion throughout calendar year 2002. The average fixed rate of this agreement was $4.20 per troy ounce. In November, 2002, the Company entered into a commodity price swap agreement with notional amounts totaling 300,000 troy ounces of silver bullion to hedge forecasted purchases throughout calendar year 2003. The average fixed rate of this agreement is $4.65 per troy ounce. At December 31, 2002, the estimated fair value was $14,000.

As of December 31, 2002, the Company had leased $59.3 million of precious metals. Under this arrangement the Company leases fixed quantities of precious metals which are used in producing alloys and pays a lease rate (a percent of the value of the leased inventory) to the lessor. These precious metal leases are accounted for as operating leases and the lease fee is recorded in "Cost of products sold". The terms of the leases are less than one year and the average lease rate at December 31, 2002 was 2.5%. The Company's objective for using these operating lease arrangements to supply its precious metals needs is to free up working capital and to limit the Company's exposure to commodity price volatility.

	EXPECTED MATURITY DATES						DECEMBER 31, 2002	
	2003	2004	2005	2006	2007	2008 and beyond	Carrying Value	Fair Value
	(dollars in thousands)							
Notes Payable and Current Portion of Long-term Debt:								
U.S. dollar denominated	$ 3,487	$ -	$ -	$ -	$ -	$ -	$ 3,487	$ 3,487
Average interest rate	2.48%						2.48%	
Australian dollar denominated	143	-	-	-	-	-	143	143
Average interest rate	8.75%						8.75%	
Denmark krone denominated	62	-	-	-	-	-	62	62
Average interest rate	6.50%						6.50%	
Euro denominated	138	-	-	-	-	-	138	138
Average interest rate	6.00%						6.00%	
Japanese yen denominated	720	-	-	-	-	-	720	720
Average interest rate	2.00%						2.00%	
	4,550	-	-	-	-	-	4,550	4,550
	2.76%						2.76%	
Long Term Debt:								
U.S. dollar denominated	-	154	22	-	-	-	176	176
Average interest rate		5.46%	5.64%				5.48%	
Swiss franc denominated	-	-	40,238	145,432	40,238	-	225,908	229,753
Average interest rate			4.49%	3.63%	4.49%		3.94%	
Japanese yen denominated	19,914	18,441	18,222	105,776	-	-	162,353	162,695
Average interest rate	1.26%	1.43%	1.41%	0.56%			0.84%	
Euro denominated	1,701	-	-	378,144	-	-	379,845	379,845
Average interest rate	5.99%			5.75%			5.75%	
Thai baht denominated	1,113	-	-	-	-	-	1,113	1,113
Average interest rate	2.75%						2.75%	
Chile peso denominated	428	-	-	-	-	-	428	428
Average interest rate	6.80%						6.80%	
	23,156	18,595	58,482	629,352	40,238	-	769,823	774,010
	1.78%	1.46%	3.53%	4.39%	4.49%		4.18%	
Foreign Exchange Forward Contracts:								
Forward purchase, 1.8 billion Japanese yen	14,606	-	-	-	-	-	596	596
Forward purchase, 30.8 million Swiss francs	21,916	-	-	-	-	-	311	311
Forward purchase, 7.3 million Canadian dollar	4,812	-	-	-	-	-	(97)	(97)
Forward sales, 3.2 million Euro	3,105	-	-	-	-	-	(54)	(54)
Interest Rate Swaps:								
Interest rate swaps - U.S. dollar, terminated 2/2001	(58)	(33)	(21)	-	-	-	(112)	(112)
Interest rate swaps - Japanese yen	-	-	-	-	-	105,777	(7,882)	(7,882)
Average interest rate						1.6%		
Interest rate swaps - Swiss francs	-	-	-	47,026	-	-	(2,861)	(2,861)
Average interest rate				3.4%				
Interest rate swaps - Euro	-	-	-	367,290	-	-	10,854	10,854
Average interest rate				4.4%				
Basis swap - Euro-U.S. Dollar	-	-	-	315,000	-	-	52,290	52,290
Average interest rate				2.8%				
Silver Swap - U.S. dollar	1,394	-	-	-	-	-	14	14

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 includes consideration of the system of internal accounting controls to determine the nature, timing and extent of audit procedures to be performed.

The Audit and Information Technology Committee (the "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/Bret W. Wise
John C. Miles II Chairman and Chief Executive Officer	Gerald K. Kunkle President and Chief Operating Officer	Bret W. Wise 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 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, 2002 and 2001, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2002 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 audits. We conducted our audits 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 audits provide a reasonable basis for our opinion.

As discussed in Notes 1 and 8 to the consolidated financial statements, on January 1, 2002 the Company adopted Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets".

/s/ PricewaterhouseCoopers LLP

Philadelphia, PA
January 23, 2003

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	Year Ended December 31,		
	2002	2001	2000
	(in thousands, except per share amounts)		
Net sales (Note 4)	$1,513,742	$1,132,968	$ 889,796
Cost of products sold	780,843	564,448	427,025
Gross profit	732,899	568,520	462,771
Selling, general and administrative expenses	479,131	387,402	301,405
Restructuring and other costs (income) (Note 14)	(2,732)	5,073	(56)
Operating income	256,500	176,045	161,422
Other income and expenses:			
Interest expense	29,238	19,358	7,659
Interest income	(1,853)	(1,102)	(862)
Other expense (income), net (Note 5)	8,130	(27,338)	2,829
Income before income taxes	220,985	185,127	151,796
Provision for income taxes (Note 12)	73,033	63,631	50,780
Net income	$ 147,952	$ 121,496	$ 101,016
Earnings per common share (Note 2):			
Basic	$ 1.89	$ 1.56	$ 1.30
Diluted	1.85	1.54	1.29
Cash dividends declared per common share	$ 0.18400	$ 0.18333	$ 0.17083
Weighted average common shares outstanding (Note 2):			
Basic	78,180	77,671	77,785
Diluted	79,994	78,975	78,560

The accompanying notes are an integral part of these financial statements.

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	December 31, 2002	December 31, 2001
	(in thousands)	
Assets		
Current Assets:		
Cash and cash equivalents	$ 25,652	$ 33,710
Accounts and notes receivable-trade, net (Note 1)	221,262	191,534
Inventories, net (Notes 1 and 6)	214,492	197,454
Prepaid expenses and other current assets	79,595	61,545
Total Current Assets	541,001	484,243
Property, plant and equipment, net (Notes 1 and 7)	313,178	240,890
Identifiable intangible assets, net (Notes 1 and 8)	236,009	248,890
Goodwill, net (Notes 1 and 8)	898,497	763,270
Other noncurrent assets	98,348	60,858
Total Assets	$ 2,087,033	$ 1,798,151
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 66,625	$ 69,904
Accrued liabilities (Note 9)	190,783	194,357
Income taxes payable	103,787	86,622
Notes payable and current portion of long-term debt (Note 10)	4,550	7,634
Total Current Liabilities	365,745	358,517
Long-term debt (Note 10)	769,823	723,524
Deferred income taxes	27,039	32,526
Other noncurrent liabilities	87,239	73,628
Total Liabilities	1,249,846	1,188,195
Minority interests in consolidated subsidiaries	1,259	437
Commitments and contingencies (Note 16)		
Stockholders' Equity:		
Preferred stock, $.01 par value; .25 million shares authorized; no shares issued	--	--
Common stock, $.01 par value; 200 million shares authorized; 81.4 million shares issued at December 31, 2002 and December 31, 2001	814	814
Capital in excess of par value	156,898	152,916
Retained earnings	730,971	597,414
Accumulated other comprehensive gain (loss)	1,624	(77,388)
Unearned ESOP compensation	(1,899)	(3,419)
Treasury stock, at cost, 3.0 million shares at December 31, 2002 and 3.5 million shares at December 31, 2001	(52,480)	(60,818)
Total Stockholders' Equity	835,928	609,519
Total Liabilities and Stockholders' Equity	$ 2,087,033	$ 1,798,151

The accompanying notes are an integral part of these financial statements.

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Gain (Loss)	Unearned ESOP Compensa-tion	Treasury Stock	Total Stock-holders' Equity
				(in thousands)			
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, net of tax:							
Foreign currency translation adjustment	--	--	--	(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 ($0.17083 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
Comprehensive Income:							
Net income	--	--	121,496	--	--	--	121,496
Other comprehensive loss, net of tax:							
Foreign currency translation adjustment	--	--	--	(26,566)	--	--	(26,566)
Cumulative effect of change in accounting principle for derivative and hedging activities (SFAS 133)	--	--	--	(503)	--	--	(503)
Net loss on derivative financial instruments	--	--	--	(810)	--	--	(810)
Minimum pension liability adjustment	--	--	--	(213)	--	--	(213)
Comprehensive Income							93,404
Exercise of stock options	--	(45)	--	--	--	8,062	8,017
Tax benefit from stock options exercised	--	1,333	--	--	--	--	1,333
Repurchase of common stock, at cost	--	--	--	--	--	(875)	(875)
Cash dividends ($0.18333 per share)	--	--	(14,249)	--	--	--	(14,249)
Decrease in unearned ESOP compensation	--	--	--	--	1,519	--	1,519
Three-for-two common stock split	271	(271)	--	--	--	--	--
Balance at December 31, 2001	814	152,916	597,414	(77,388)	(3,419)	(60,818)	609,519
Comprehensive Income:							
Net income	--	--	147,952	--	--	--	147,952
Other comprehensive income (loss), net of tax:							
Foreign currency translation adjustment	--	--	--	88,739	--	--	88,739
Unrealized loss on available-for-sale securities	--	--	--	(4,854)	--	--	(4,854)
Net loss on derivative financial instruments	--	--	--	(4,670)	--	--	(4,670)
Minimum pension liability adjustment	--	--	--	(203)	--	--	(203)
Comprehensive Income							226,964
Exercise of stock options	--	715	--	--	--	8,338	9,053
Tax benefit from stock options exercised	--	3,320	--	--	--	--	3,320
Cash dividends ($0.184 per share)	--	--	(14,395)	--	--	--	(14,395)
Decrease in unearned ESOP compensation	--	--	--	--	1,520	--	1,520
Fractional share payouts	--	(53)	--	--	--	--	(53)
Balance at December 31, 2002	$ 814	$ 156,898	$ 730,971	$ 1,624	$ (1,899)	$ (52,480)	$ 835,928

The accompanying notes are an integral part of these financial statements.

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2002	2001	2000
		(in thousands)	
Cash flows from operating activities:			
Net income	$ 147,952	$ 121,496	$ 101,016
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	34,032	25,219	22,024
Amortization	9,827	29,115	19,335
Deferred income taxes	(6,019)	6,451	4,249
Restructuring and other (income) costs	(2,732)	5,073	(56)
Other non-cash costs (income)	9,281	(3,849)	815
Gain on sale of business	--	(23,121)	--
Loss on disposal of property, plant and equipment	1,703	54	482
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	(13,946)	(3,709)	(9,218)
Inventories, net	(8,940)	14,763	(1,216)
Prepaid expenses and other current assets	(1,515)	47	(1,526)
Accounts payable	(7,275)	9,180	1,492
Accrued liabilities	(12,732)	28,704	7,018
Income taxes	17,833	4,295	(834)
Other, net	3,994	(4,169)	521
Net cash provided by operating activities	172,983	211,068	145,622
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(49,805)	(812,523)	(14,995)
Expenditures for identifiable intangible assets	(3,309)	(4,265)	(1,423)
Proceeds from bulk sale of precious metals inventory	6,754	41,814	--
Insurance proceeds received for fire-destroyed equipment	2,535	8,980	--
Redemption of preferred stock	15,000	--	--
Proceeds from sale of property, plant and equipment	1,777	645	215
Capital expenditures	(57,454)	(49,337)	(28,425)
Net cash used in investing activities	(84,502)	(814,686)	(44,628)
Cash flows from financing activities:			
Proceeds from long-term borrowings, net of deferred financing costs	100,244	1,435,175	114,341
Payments on long-term borrowings	(190,589)	(819,186)	(149,390)
(Decrease) increase in short-term borrowings	(3,666)	7,511	(18,389)
Proceeds from exercise of stock options and warrants	9,053	8,017	7,425
Cash paid for treasury stock	--	(875)	(40,092)
Cash dividends paid	(14,358)	(14,228)	(13,004)
Proceeds from the termination of a pension plan	--	8,486	--
Fractional share payout	(53)	--	--
Net cash (used in) provided by financing activities	(99,369)	624,900	(99,109)
Effect of exchange rate changes on cash and cash equivalents	2,830	(3,005)	2,130
Net (decrease) increase in cash and cash equivalents	(8,058)	18,277	4,015
Cash and cash equivalents at beginning of period	33,710	15,433	11,418
Cash and cash equivalents at end of period	$ 25,652	$ 33,710	$ 15,433

The accompanying notes are an integral part of these financial statements.

DENTSPLY INTERNATIONAL INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2002	2001	2000
	(in thousands)		
Supplemental disclosures of cash flow information:			
Interest paid	$25,545	$15,967	$ 7,434
Income taxes paid	55,913	47,215	39,064
Supplemental disclosures of non-cash transactions:			
Receipt of convertible preferred stock in connection with the sale of a business	--	32,000	--
Receipt of common stock and stock warrants in exchange for convertible preferred stock	18,582	--	--

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
			(in thousands)	
Austenal, Inc.	January 2002	$ 35,330	$ 21,065	$ 14,265
Degussa Dental Group	October 2001	665,531	519,191	146,340
CeraMed Dental (remaining 49%)	July 2001	20,000	20,000	-
Tulsa Dental Products (earn-out payment)	May 2001	84,627	84,627	-
Dental injectible anesthetic assets of AstraZeneca	March 2001	130,469	119,347	11,122
Friadent GmbH	January 2001	128,356	97,749	30,607
Aggregate 2000 acquisitions	Various 2000	16,665	16,227	438

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Description of Business

DENTSPLY 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, precious metal dental alloys, dental ceramics, endodontic instruments and materials, prophylaxis paste, dental sealants, ultrasonic scalers 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 dental injectable anesthetics, 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 in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates, if different assumptions are made or if different conditions exist.

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. The Company establishes allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. Accounts and notes receivable-trade are stated net of these allowances which were $18.5 million and $12.6 million at December 31, 2002 and 2001, respectively. Certain of the Company's larger distributors are offered cash rebates based on targeted sales increases. The Company records an accrual based on its projected cash rebate obligations.

Inventories

Inventories are stated at the lower of cost or market. At December 31, 2002 and 2001, the cost of $13.0 million, or 6%, and $23.6 million, or 12%, 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 methods. The Company establishes reserves for inventory estimated to be obsolete or unmarketable equal to the difference between the cost of inventory and estimated market value based upon assumptions about future demand and market conditions.

If the FIFO method had been used to determine the cost of LIFO inventories, the amounts at which net inventories are stated would be higher than reported at December 31, 2002 and December 31, 2001 by $0.8 million and $2.3 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. These 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 based upon an evaluation of the identifiable undiscounted cash flows. If impaired, the resulting charge reflects the excess of the asset's carrying cost over its fair value.

Identifiable Finite-lived Intangible Assets

Identifiable finite-lived 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. These 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 based upon an evaluation of the identifiable undiscounted cash flows. If impaired, the resulting charge reflects the excess of the asset's carrying cost over its fair value.

Goodwill and Indefinite-Lived Intangible Assets

Effective January 1, 2002, the Company adopted Statement of Financial Accounting Standards No. 142 ("SFAS 142"), "Goodwill and Other Intangible Assets". This statement requires that the amortization of goodwill and indefinite-lived intangible assets be discontinued and instead an annual impairment approach be applied. The Company performed the transitional impairment tests upon adoption and the annual impairment tests during 2002, as required, and no impairment was identified. These impairment tests are based upon a fair value approach rather than an evaluation of the undiscounted cash flows. If impairment is identified under SFAS 142, the resulting charge is determined by recalculating goodwill through a hypothetical purchase price allocation of the fair value and reducing the current carrying value to the extent it exceeds the recalculated goodwill. If impairment is identified on indefinite-lived intangibles, the resulting charge reflects the excess of the asset's carrying cost over its fair value.

Derivative Financial Instruments

The Company adopted Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities", on January 1, 2001. This standard, as amended by SFAS 138, requires that all derivative instruments be recorded on the balance sheet at their fair value and that changes in fair value be recorded each period in current earnings or comprehensive income.

The Company employs derivative financial instruments to hedge certain anticipated transactions, firm commitments, or assets and liabilities denominated in foreign currencies. Additionally, the Company utilizes interest rate swaps to convert floating rate debt to fixed rate, fixed rate debt to floating rate, cross currency basis swaps to convert debt denominated in one currency to another currency and commodity swaps to fix its variable raw materials. The Company also holds stock warrants which are considered derivative financial instruments as defined under SFAS No. 133.

Litigation

The Company and its subsidiaries are from time to time parties to lawsuits arising out of their respective operations. The Company records liabilities when a loss is probable and can be reasonably estimated. These estimates are based on an analysis made by internal and external legal counsel which considers information known at the time.

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 $3.5 million in 2002 and $2.7 million in 2000 and exchange gains of $1.2 million in 2001 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. Net sales includes shipping and handling costs collected from customers in connection with the sale.

A significant portion of the Company's net sales is comprised of sales of precious metals generated through its precious metal alloy product offerings. The precious metals content of sales was $187.1 million and $50.6 million for 2002 and 2001, respectively. There were no sales of precious metals in 2000.

Warranties

The Company provides warranties on certain equipment products. Estimated warranty costs are accrued when sales are made to customers. Estimates for warranty costs are based primarily on historical warranty claim experience.

Research and Development Costs

Research and development ("R&D") costs relate primarily to internal costs for salaries and direct overhead costs. In addition, the Company sometimes contracts with outside vendors to conduct R&D activities. All such R&D costs are charged to expense when incurred. The Company capitalizes the costs of equipment that has general R&D uses and expenses such equipment that is solely for specific R&D projects. The depreciation related to this capitalized equipment is included in the Company's R&D costs. R&D costs are included in "Selling, general and administrative expenses" and amounted to approximately $41.6 million, $28.3 million and $20.4 million for 2002, 2001 and 2000, 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 weighted average number of shares outstanding for the period. Diluted earnings per share is calculated by dividing net earnings by the weighted 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 has stock-based employee compensation plans which are described more fully in Note 11. The Company applies the intrinsic value method in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees", and related interpretations in accounting for stock compensation plans. Under this method, no compensation expense is recognized for fixed stock option plans, provided that the exercise price is greater than or equal to the price of the stock at the date of grant. The following table illustrates the effect on net income and earnings per share if the Company had applied the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation", to stock-based employee compensation.

	Year Ended December 31,		
	2002	2001	2000
	(in thousands, except per share amounts)		
Net income as reported	$ 147,952	$ 121,496	$ 101,016
Deduct: Stock-based employee compensation expense determined under fair value method, net of related tax	(9,576)	(6,137)	(4,614)
Pro forma net income	$ 138,376	$ 115,359	$ 96,402
Basic earnings per common share			
As reported	$ 1.89	$ 1.56	$ 1.30
Pro forma under fair value based method	$ 1.77	$ 1.49	$ 1.24
Diluted earnings per common share			
As reported	$ 1.85	$ 1.54	$ 1.29
Pro forma under fair value based method	$ 1.73	$ 1.46	$ 1.23

Other Comprehensive Income (Loss)

Other comprehensive income (loss) includes foreign currency translation adjustments related to the Company's foreign subsidiaries, net of the related changes in certain financial instruments hedging these foreign currency investments. In addition, changes in the fair value of the Company's available-for-sale investment securities and certain derivative financial instruments and changes in its minimum pension liability are recorded in other comprehensive income (loss). These adjustments are recorded in other comprehensive income (loss) net of any related tax effects. For the years ended 2002 and 2000 these adjustments were net of tax benefits of $32.9 million and $1.1 million, respectively. For the year ended 2001, these adjustments were net of tax liabilities of $5.6 million.

The balances included in accumulated other comprehensive gain (loss) in the consolidated balance sheets are as follows:

	December 31,	
	2002	2001
	(in thousands)	
Foreign currency translation adjustments	$ 13,548	$(75,191)
Net loss on derivative financial instruments	(5,983)	(1,313)
Unrealized loss on available-for-sale securities	(4,854)	--
Minimum pension liability	(1,087)	(884)
	$ 1,624	$(77,388)

Reclassifications

Certain reclassifications have been made to prior years' data in order to conform to the current year presentation.

Pending Accounting Changes

In June 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 143 ("SFAS 143"), "Accounting for Asset Retirement Obligations". It applies to legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and (or) the normal operation of a long-lived asset, except for certain obligations of lessees. SFAS 143 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset and subsequently allocated to expense over the asset's useful life. SFAS 143 is effective for the Company in 2003 and the effect of adoption is not expected to be material.

In June 2002, the FASB issued Statement of Financial Accounting Standards No. 146 ("SFAS 146"), "Accounting for Costs Associated with Exit or Disposal Activities". SFAS 146 nullifies Emerging Issues Task Force ("EITF") Issue No. 94-3 ("EITF 94-3"), "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity". The principal change resulting from this statement as compared to EITF 94-3 relates to more stringent requirements for the recognition of a liability for a cost associated with an exit or disposal activity. This Statement requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. Under EITF 94-3, a liability for an exit cost was recognized at the date of an entity's commitment to an exit plan. This Statement also establishes that fair value is the objective for initial measurement of the liability. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002, with early application encouraged. Based on a preliminary assessment of this new standard, the Company believes that SFAS 146 may impact the timing of the recognition of future restructuring activities, whereby liabilities associated with the elements of the restructuring plan may need to be recognized at various dates subsequent to the commitment date rather than at the commitment date, which is the Company's current practice.

In November 2002, the FASB issued Interpretation No. 45 ("FIN 45"), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others". FIN 45 elaborates on the disclosures to be made by a guarantor in its interim and annual financial statements about its obligations under certain guarantees that it has issued. In addtion, it clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. The interpretation is effective on a prospective basis to guarantees issued or modified after December 31, 2002. The disclosure requirements of FIN 45 are effective for financial statements of interim or annual periods ending after December 15, 2002 and the Company has complied with these requirements. The Company is currently evaluating the impact of the application of this interpretation, but does not expect that FIN 45 will have a material impact on its financial statements.

In December 2002, the FASB issued Statement of Financial Accounting Standards No. 148 ("SFAS 148"), "Accounting for Stock-Based Compensation - Transition and Disclosure - an Amendment of FAS 123". This Statement amends Statement of Financial Accounting Standards No. 123 ("SFAS 123"), "Accounting for Stock-Based Compensation", to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this Statement amends the disclosure requirements of SFAS 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. The annual disclosure provisions of SFAS 148 are effective for annual periods ending after December 31, 2002 and the interim disclosure provisions are effective for the first interim period beginning after December 15, 2002. The Company has complied with these disclosure requirements and has elected not to adopt the fair value based accounting provisions of this new standard.

In January 2003, the FASB issued Interpretation No. 46 ("FIN 46"), "Consolidation of Variable Interest Entities, an interpretation of ARB 51". The primary objectives of this interpretation are to provide guidance on the identification of entities for which control is achieved through means other than through voting rights ("variable interest entities") and how to determine when and which business enterprise should consolidate the variable interest entity (the "primary beneficiary"). This new model for consolidation applies to an entity which either (1) the equity investors (if any) do not have a controlling financial interest or (2) the equity investment at risk is insufficient to finance that entity's activities without receiving additional subordinated financial support from other parties. In addition, FIN 46 requires that both the primary beneficiary and all other enterprises with a significant variable interest in a variable interest entity make additional disclosures. Certain disclosure requirements of FIN 46 are effective for financial statements issued after January 31, 2003. The remaining provisions of FIN 46 are effective immediately for all variable interest entities created after January 31, 2003 and are effective beginning in the first interim or annual reporting period beginning after June 15, 2003 for all variable interest entities created before February 1, 2003. The Company has determined that the application of this standard will not have a material impact on its financial statements.

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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, 2002			
Basic EPS	$147,952	78,180	$ 1.89
Incremental shares from assumed exercise of dilutive options	-	1,814	
Diluted EPS	$147,952	79,994	$ 1.85
Year Ended December 31, 2001			
Basic EPS	$121,496	77,671	$ 1.56
Incremental shares from assumed exercise of dilutive options	-	1,304	
Diluted EPS	$121,496	78,975	$ 1.54
Year Ended December 31, 2000			
Basic EPS	$101,016	77,785	$ 1.30
Incremental shares from assumed exercise of dilutive options	-	775	
Diluted EPS	$101,016	78,560	$ 1.29

Options to purchase 0.1 million and 1.4 million shares of common stock that were outstanding during the years ended 2002 and 2000, 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 AND DIVESTITURES

Acquisitions

All acquisitions completed in 2002, 2001 and 2000 were accounted for under the purchase method of accounting; accordingly, the results of the operations acquired are included in the accompanying financial statements for the periods subsequent to the respective dates of the acquisitions. The purchase prices were allocated on the basis of estimates of the fair values of assets acquired and liabilities assumed.

In January 2002, the Company acquired the partial denture business of Austenal Inc. ("Austenal") in a cash transaction valued at approximately $21.1 million, including debt assumed. Previously headquartered in Chicago, Illinois, Austenal manufactured dental laboratory products and was the world leader in the manufacture and sale of systems used by dental laboratories to fabricate partial dentures. The purchase price plus direct acquisition costs have been allocated on the basis of estimated fair values at the dates of acquisition, pending final determination of the fair value of certain acquired assets and liabilities. The preliminary purchase price allocation for Austenal is as follows (in thousands):

Current assets	$ 6,896
Property, plant and equipment	999
Identifiable intangible assets and goodwill	22,838
Other long-term assets	4,597
Current liabilities	(13,193)
Other long-term liabilities	(1,072)
	$ 21,065

Pro forma financial information has not been presented for Austenal since its effect would not be significant.

In October 2001, the Company completed the acquisition of Degussa Dental Group ("Degussa Dental"), a unit of Degussa AG, pursuant to the May 2001 Sale and Purchase Agreement. The preliminary purchase price for Degussa Dental was 548 million Euros or $503 million, which was paid at closing. The preliminary purchase price was subject to increase or decrease, based on certain working capital levels of Degussa Dental as of October 1, 2001. In June 2002, the Company made a partial payment of 12.1 million Euros, or $11.4 million, as a closing balance sheet adjustment. An additional closing balance sheet adjustment is subject to a dispute between the parties and is in arbitration. The Company may be required to pay up to $10 million for the final closing balance sheet adjustment depending upon the outcome of the arbitration. Any payments would result in additional purchase price. Previously headquartered in Hanau-Wolfgang, Germany, Degussa Dental manufactured and sold dental products, including precious metal alloys, ceramics and dental laboratory equipment, and chairside products.

In January 2001, the Company agreed to acquire the dental injectible anesthetic assets of AstraZeneca ("AZ Assets"), including permanent, exclusive and royalty-free licensing rights to the dental products and tradenames, for $136.5 million and royalties on future sales of a new anesthetic product for scaling and root planing, Oraqix(TM) ("Oraqix"), that was in Stage III clinical trials at the time of the agreement. The $136.5 million purchase price is composed of the following: an initial $96.5 million payment which was made at closing in March 2001; a $20 million contingency payment (including related accrued interest) associated with the first year sales of injectible dental anesthetic which was paid during the first quarter of 2002; a $2.0 million payment upon submission of a New Drug Application ("NDA") in the U.S. and a Marketing Authorization Application ("MAA") in Europe for the Oraqix product under development; payments of $6.0 million and $2.0 million upon the approval of the NDA and MAA, respectively, for licensing rights; and a $10.0 million prepaid royalty payment upon approval of both applications. Under the terms of the agreement, the $2.0 million payment related to the application filings was accrued during the fourth quarter of 2001 and was paid during the first quarter of 2002. Because the Oraqix product had not received regulatory approvals for its use, this payment was considered to be research and development costs and was expensed as incurred. The Company expects that the regulatory applications will be approved during 2003, and as a result, it expects to make the remaining payments of $18.0 million during the year. These payments will be capitalized and amortized over the term of the licensing agreement.

In January 2001, the Company acquired the outstanding shares of Friadent GmbH ("Friadent") for 220 million German marks or $106 million ($105 million, net of cash acquired). During the first quarter of 2002, the Company received cash of 16.5 million German marks or approximately $7.3 million, representing a final balance sheet adjustment. As a result of this closing balance sheet adjustment, goodwill was reduced by approximately $7.3 million. Previously headquartered in Mannheim, Germany, Friadent was a major global dental implant manufacturer and marketer with subsidiaries in Germany, France, Denmark, Sweden, the United States, Switzerland, Brazil, and Belgium.

The respective purchase prices plus direct acquisition costs for Degussa Dental, Friadent and the AZ Assets have been allocated on the basis of estimated fair values at the dates of acquisition. The purchase price allocations for these acquisitions are as follows:

	Degussa Dental	Friadent	AZ Assets
		(in thousands)	
Current assets	$ 166,124	$ 16,244	$ --
Property, plant and equipment	71,641	4,184	878
Identifiable intangible assets and goodwill	413,725	104,484	129,591
Other long-term assets	14,041	3,444	--
Current liabilities	(104,642)	(27,553)	(11,122)
Other long-term liabilities	(41,698)	(3,054)	--
	$ 519,191	$ 97,749	$ 119,347

In August 1996, the Company purchased a 51% interest in CeraMed Dental ("CeraMed") for $5 million with the right to acquire the remaining 49% interest. In March 2001, the Company entered into an agreement for an early buy out of the remaining 49% interest in CeraMed at a cost of $20 million, which was made in July 2001, with a potential contingent consideration ("earn-out") provision capped at $5 million. The earn-out was based on future sales of CeraMed products during the August 1, 2001 to July 31, 2002 time frame, with any additional pay out due on September 30, 2002. The Company was not required to make a payment under this earn-out provision.

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 earn-out provisions in the purchase agreement based on performance of the acquired business. The purchase agreement provided 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 seller chose the two-year period ended December 31, 2000 and the final earn-out payment of $84.6 million was made in May 2001 resulting in an increase in goodwill.

During 2000, the Company completed five acquisitions with an aggregate purchase price of of $16.7 million.

Divestitures

In March 2001, the Company sold InfoSoft, LLC to PracticeWorks Inc. ("PracticeWorks"). InfoSoft, LLC was the wholly owned subsidiary of the Company, that developed and sold software and related products for dental practice management. In the transaction, the Company received 6.5% convertible preferred stock in PracticeWorks, with a fair value of $32 million. This sale resulted in a $23.1 million pretax gain which was included in "Other expense (income), net". The Company recorded this preferred stock investment and subsequent accrued dividends to "Other noncurrent assets".

In June 2002, the Company completed a transaction with PracticeWorks to exchange the accumulated balance of this preferred stock investment for a combination of $15.0 million of cash, 1.0 million shares of PracticeWorks' common stock valued at $15.0 million and 450,000 seven-year term stock warrants issued by PracticeWorks, valued at $3.6 million, based on the Black-Scholes option pricing model. The transaction resulted in a loss to the Company of $1.1 million, which is included in "Other expense (income), net". The exchange provided the Company with immediate cash, as well as, improved liquidity on its investment in PracticeWorks, while also providing additional market appreciation potential if PracticeWorks' business and stock price perform positively. As a result of the transaction, the Company no longer receives preferred stock dividends. The common stock has been classified as available-for-sale and any fair value adjustments to this investment are reflected in "Accumulated other comprehensive gain (loss)" until sold. The warrants are classified as derivative financial instruments as defined under SFAS No. 133 and any fair value adjustments in these holdings are reflected in current income each quarter. For the year ended December 31, 2002, the unrealized loss on the stock warrants was $2.5 million. These unrealized losses were included in "Other expense (income), net".

NOTE 4 - SEGMENT AND GEOGRAPHIC INFORMATION

The Company follows Statement of Financial Accounting Standards No. 131 ("SFAS 131"), "Disclosures about Segments of an Enterprise and Related Information". SFAS 131 establishes standards for disclosing information about reportable segments in financial statements. The Company has numerous operating businesses covering a wide range of products and geographic regions, primarily serving the professional dental market. Professional dental products represented approximately 98%, 97% and 95% of sales in 2002, 2001 and 2000, respectively. Accordingly, all operating businesses are aggregated into one reportable segment for purposes of SFAS 131.

six

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 2002, 2001 and 2000. Net sales reported below represent revenues for shipments made by operating businesses located in the country or territory identified, including export sales. Assets reported represent those held by the operating businesses located in the respective geographic areas.

	United States	Germany	Other Foreign	Consolidated
			(in thousands)	
2002				
Net sales	$ 738,831	$ 333,691	$ 441,220	$ 1,513,742
Long-lived assets	186,674	100,744	114,780	402,198
2001				
Net sales	$ 627,480	$ 160,347	$ 345,141	$ 1,132,968
Long-lived assets	138,380	66,756	91,584	296,720
2000				
Net sales	$ 560,692	$ 57,989	$ 271,115	$ 889,796
Long-lived assets	87,314	42,049	66,519	195,882

The following table presents sales information by product category:

	Year Ended December 31,		
	2002	2001	2000
		(in thousands)	
Consumables and small equipment	$1,390,522	$1,016,062	$ 769,740
Heavy equipment	90,231	81,913	76,374
Non-dental	32,989	34,993	43,682
	$1,513,742	$1,132,968	$ 889,796

Third party export sales from the United States are less than ten percent of consolidated net sales. No customers accounted for more than ten percent of consolidated net sales in 2002. In 2001, one customer, a distributor, accounted for 11% of consolidated net sales. In 2000, two customers, both distributors, accounted for 14% and 10% of consolidated net sales.

NOTE 5 - OTHER EXPENSE (INCOME)

Other expense (income), net consists of the following:

	Year Ended December 31,		
	2002	2001	2000
Foreign exchange transaction losses (gains)	$ 3,489	$ (1,177)	$ 2,695
Gain on sale of InfoSoft, LLC	--	(23,121)	--
Unrealized losses on stock warrants	2,471	--	--
Preferred stock dividend income	(929)	(1,710)	--
Loss on preferred stock conversion	1,056	--	--
Minority interests	364	(1,265)	(215)
Other	1,679	(65)	349
	$ 8,130	$(27,338)	$ 2,829

NOTE 6 - INVENTORIES

Inventories consist of the following:

	December 31,	
	2002	2001
	(in thousands)	
Finished goods	$134,989	$119,030
Work-in-process	39,065	35,539
Raw materials and supplies	40,438	42,885
	$214,492	$197,454

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	December 31,	
	2002	2001
	(in thousands)	
Assets, at cost:		
Land	$ 34,746	$ 19,752
Buildings and improvements	160,566	114,202
Machinery and equipment	274,915	238,157
Construction in progress	28,368	20,566
	498,595	392,677
Less: Accumulated depreciation	185,417	151,787
	$313,178	$240,890

NOTE 8 - GOODWILL AND INTANGIBLE ASSETS

Effective January 1, 2002, the Company adopted Statement of Financial Accounting Standards No. 142 ("SFAS 142"), "Goodwill and Other Intangible Assets". This statement requires that the amortization of goodwill and indefinite-lived intangible assets be discontinued and instead an annual impairment test approach be applied. The impairment tests are required to be performed transitionally upon adoption and annually thereafter (or more often if adverse events occur) and are based upon a fair value approach rather than an evaluation of the undiscounted cash flows. If goodwill impairment is identified, the resulting charge is determined by recalculating goodwill through a hypothetical purchase price allocation of the fair value and reducing the current carrying value to the extent it exceeds the recalculated goodwill. If impairment is identified on indefinite-lived intangibles, the resulting charge reflects the excess of the asset's carrying cost over its fair value. Other intangible assets with finite lives will continue to be amortized over their useful lives. The Company performed the transitional impairment tests and the annual impairment tests during 2002, as required by SFAS 142, and no impairment was identified. In addition, as part of the adoption of the standard, the Company assessed and identified intangible assets which were deemed indefinite-lived.

In accordance with SFAS 142, prior period amounts have not been restated. The following table presents prior year reported amounts adjusted to eliminate the amortization of goodwill and indefinite-lived intangible assets.

	Year Ended December 31,		
	2002	2001	2000
	(in thousands, except per share amounts)		
Reported net income	$ 147,952	$ 121,496	$ 101,016
Add: amortization adjustment, net of related tax	--	13,963	8,319
Adjusted net income	$ 147,952	$ 135,459	$ 109,335
Reported basic earnings per share	$ 1.89	$ 1.56	$ 1.30
Add: amortization adjustment	--	0.18	0.11
Adjusted basic earnings per share	$ 1.89	$ 1.74	$ 1.41
Reported diluted earnings per share	$ 1.85	$ 1.54	$ 1.29
Add: amortization adjustment	--	0.18	0.11
Adjusted diluted earnings per share	$ 1.85	$ 1.72	$ 1.40

The table below presents the net carrying values of goodwill and identifiable intangible assets. The indefinite-lived intangible-lived assets were designated as such as of January 1, 2002; however, the Company has shown the value of these assets at December 31, 2001 for comparative purposes.

	December 31,	
	2002	2001
	(in thousands)	
Goodwill	$898,497	$763,270
Indefinite-lived identifiable intangible assets:		
Trademarks	$ 4,080	$ 4,080
Licensing agreements	149,254	118,979
Finite-lived identifiable intangible assets	82,675	125,831
Total identifiable intangible assets	$236,009	$248,890

A reconciliation of changes in the Company's goodwill is as follows:

	December 31, 2002	2001
	(in thousands)	
Balance, beginning of the year	$ 763,270	$ 264,023
Acquisition activity	68,201	545,239
Divestitures	--	(5,948)
Impairment charges	--	--
Amortization	--	(15,423)
Effects of exchange rate changes	67,026	(24,621)
Balance, end of the year	$ 898,497	$ 763,270

The change in the net carrying value of goodwill was primarily related to the goodwill associated with the acquisition of Austenal purchased in January 2002, purchase price adjustments related to the Degussa Dental acquisition, the closing balance sheet adjustment received in the Friadent acquisition (see Note 3) and foreign currency translation adjustments. The increase in indefinite-lived licensing agreements was due to final purchase price adjustments related to the AZ Asset acquisition and foreign currency translation adjustments. These intangible assets relate to the royalty-free licensing rights to AstraZeneca's dental products and tradenames. The change in finite-lived identifiable intangible assets was due primarily to the finalization of the valuations of the intangible assets acquired in the Degussa Dental acquisition which were previously based on estimates and foreign currency translation adjustments.

Finite-lived identifiable intangible assets consist of the following:

	December 31, 2002			December 31, 2001		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
	(in thousands)					
Patents	$ 53,902	$ (30,015)	$ 23,887	$ 64,514	$ (27,866)	$ 36,648
Trademarks	37,145	(6,608)	30,537	59,610	(5,630)	53,980
Licensing agreements	23,730	(6,411)	17,319	29,405	(14,877)	14,528
Other	26,151	(15,219)	10,932	44,961	(24,286)	20,675
	$ 140,928	$ (58,253)	$ 82,675	$ 198,490	$ (72,659)	$ 125,831

Amortization expense for goodwill and indefinite-lived intangible assets for 2001 and 2000 was $17.8 million and $10.2 million, respectvely. Amortization expense for finite-lived identifiable intangible assets for 2002, 2001 and 2000 was $9.8 million, $11.3 million and $9.1 million, respectively. The annual estimated amortization expense related to these intangible assets for each of the five succeeding fiscal years is $9.8 million, $8.7 million, $7.5 million, $6.8 million and $5.9 million for 2003, 2004, 2005, 2006 and 2007, respectively.

NOTE 9 - ACCRUED LIABILITIES

Accrued liabilities consist of the following:

	December 31, 2002	2001
	(in thousands)	
Payroll, commissions, bonuses and other cash compensation	$ 44,490	$ 39,139
Employee benefits	13,181	15,458
General insurance	14,965	13,886
Sales and marketing programs	19,401	21,533
Restructuring and other costs	18,043	24,497
Earn-out related to the AZ Asset purchase	--	20,622
Warranty liabilities	8,576	7,951
Other	72,127	51,271
	$190,783	$194,357

A reconciliation of changes in the Company's warranty liability for 2002 is as follows:

	Warranty Liability December 31, 2002 (in thousands)
Balance, beginning of the year	$ 7,951
Accruals for warranties issued during the year	5,381
Accruals related to pre-existing warranties	(1,654)
Warranty settlements made during the year	(3,705)
Effects of exchange rate changes	603
Balance, end of the year	$ 8,576

NOTE 10 - FINANCING ARRANGEMENTS

Short-Term Borrowings

Short-term bank borrowings amounted to $3.2 million and $3.5 million at December 31, 2002 and 2001, respectively. The weighted average interest rates of these borrowings were 2.5% and 3.3% at December 31, 2002 and 2001, respectively. Unused lines of credit for short-term financing at December 31, 2002 and 2001 were $80.0 million and $66.9 million, respectively. Substantially all short-term borrowings were classified as long-term as of December 31, 2002 and 2001, reflecting the Company's intent and ability to refinance these obligations beyond one year 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, 2002	2001
	(in thousands)	
$250 million multi-currency revolving credit agreement expiring May 2006, Japanese yen 12.6 billion at 0.56%, Swiss francs 65.0 million at 1.25%	$152,803	$147,028
$250 million multi-currency revolving credit agreement expiring May 2003	--	55,338
Prudential Private Placement Notes, Swiss franc denominated, 84.4 million at 4.56% and 82.5 million at 4.42% maturing March 2007, 80.4 million at 4.96% maturing October 2006	178,881	147,489
ABN Private Placement Note, Japanese yen 6.2 billion at 1.39% maturing December 2005	52,562	47,527
Euro 350.0 million Eurobonds at 5.75% maturing December 2006	378,144	303,563
$250 million commercial paper facility rated A/2-P/2 U.S. dollar borrowings	--	6,650
Other borrowings, various currencies and rates	8,836	20,061
	771,226	727,656
Less: Current portion (included in notes payable and current portion of long-term debt)	1,403	4,132
	$769,823	$723,524

The table below reflects the contractual maturity dates of the various borrowings at December 31, 2002 (in thousands). The borrowings contractually due in 2003 have been classified as long-term due to the Company's intent and ability to renew or refinance these obligations beyond 2003. The individual borrowings under the revolving credit agreement are structured to mature on a quarterly basis but because the Company has the intent and ability to extend them until the expiration date of the agreement, these borrowings are considered contractually due in May 2006.

2003	$ 23,156
2004	18,595
2005	58,482
2006	629,352
2007	40,238
2008 and thereafter	--
	$769,823

In July 1998, the Company entered into interest rate swap agreements with notional amounts totaling $80.0 million converting a portion of its variable rate financing to fixed rate debt. These U.S. dollar swaps were terminated in February 2001 at a cost of $1.2 million. In January 2000 and February 2001, the Company entered into interest rate swap agreements with notional amounts totaling 180 million Swiss francs converting a portion of the Company's variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of 3.3% for an average period of 4 years. In February 2002, the Company entered into interest rate swap agreements with notional amounts totaling 12.6 billion Japanese yen converting a portion of its variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of 1.6% for a term of ten years. As part of this transaction, the Company offset a portion of its Swiss franc swaps (115 million Swiss francs) by entering into reverse swap agreements with identical terms. In December 2001, the Company entered into a series of fixed to variable rate swaps to convert its fixed rate 5.75% coupon Eurobonds into variable debt, currently at 4.4%. Additionally, the Company entered into a series of freestanding Euro to U.S. dollar cross currency basis swaps to effectively convert the Eurobonds and related interest expense to U.S. dollar, currently at 2.8%.

In May 2001, the Company replaced and increased its multiple revolving credit agreements with a single agreement providing a total available credit of $500 million with participation from thirteen banks. 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 0.125 % annually on the amount of the commitment under the $250 million five year facility ("facility B") and 0.10 % annually under the $250 million 364-day facility ("facility A"). 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 the Company's long-term credit rating from Moody's and Standard and Poors.

The $250 million facility A may be extended, subject to certain conditions, for additional periods of 364 days, which the Company intends to extend annually. The entire $500 million revolving credit agreement has a usage fee of 0.125 % annually if utilization exceeds 50% of the total available facility.

The Company has complementary U.S. dollar and Euro multicurrency commercial paper facilities totaling $250 million which have utilization, dealer, and annual appraisal fees which on average cost 0.11 % annually. The $250 million facility A acts as back-up credit to this commercial paper facility. The total available credit under the commercial paper facilities and the facility A is $250 million. The short-term commercial paper borrowings were classified as long-term, as of December 31, 2001, reflecting the Company's intent and ability to renew these obligations beyond 2002. There were no outstanding commercial paper obligations at December 31, 2002.

In March 2001, the Company issued Series A and B private placement notes to Prudential Capital Group totaling Swiss francs 166.9 million ($100 million) at an average rate of 4.49% with six year final maturities. The notes were issued to finance the acquisition of the AZ Assets. In October 2001, the Company issued a Series C private placement note to Prudential Capital Group for Swiss francs 80.4 million ($50 million) at a rate of 4.96% with a five year final maturity. The series A and B notes were also amended to increase the interest rate by 30 basis points, reflecting the Company's higher leverage. In December 2001, the Company issued a private placement note through ABN AMRO for Japanese yen 6.2 billion ($50 million) at a rate of 1.39% with a four year final maturity. The Series C note and the ABN note were issued to partially finance the Degussa Dental acquisition.

In December 2001, the Company issued 350 million Eurobonds with a coupon of 5.75%, maturing December 2006 at an effective yield of 5.89%. These bonds were issued to partially finance the Degussa Dental acquisition.

At December 31, 2002, the Company had total unused lines of credit, including lines available under its short-term arrangements, of $420.9 million.

NOTE 11 - STOCKHOLDERS' EQUITY

The Board of Directors authorized the repurchase of 1.5 million and 6.0 million shares of common stock for the years ended December 31, 2001 and 2000, respectively, on the open market or in negotiated transactions. Each of these authorizations to repurchase shares expired on December 31 of the respective years. The Company repurchased 37,500 shares for $0.9 million and 2.2 million shares for $40.1 million in 2001 and 2000, respectively. No share repurchases were made during 2002.

A former Chairman of the Board holds options to purchase 45,000 shares of common stock at an exercise price of $14.83, 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 stock options outstanding under three stock option plans (1993 Plan, 1998 Plan and 2002 Plan). Further grants can be made under the 1998 and 2002 Plans. Under the1993 Plan, 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 generally expire ten years after the date of grant under the 1993 Planand 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 grants of 6.5 million shares of common stock, plus shares not granted under the 1993 Plan at the time of adoption of the 1998 Plan (as noted above, 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. Grants of options to key employees are solely discretionary with the Board of Directors of the Company. 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. Such options are granted at exercise prices not less than the fair market value of the common stock on the grant date.

The 2002 Plan authorized grants of 7.0 milion shares of common stock, (plus any unexercised portion of canceled or terminated stock options granted under the DENTSPLY International Inc. 1993 and 1998 Stock Option Plans), subject to adjustment as follows: each January, if 7% of the outstanding common shares of the Company exceed 7.0 million, the excess becomes available for grant under the Plan. The 2002 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. Grants of options to key employees are solely discretionary with the Board of Directors of the Company. 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. Such options are granted at exercise prices not less than the fair market value of the common stock on the grant date.

It is intended that grants will be made under the 1998 Plan until the shares authorized under that Plan are fully utilized. Then option grants will only be made under the 2002 Plan, which will include the unexercised portion of canceled or terminated options granted under the 1993 or 1998 Plans. Each non-employee director receives an automatic grant of NSOs to purchase 9,000 shares of common stock on the date he or she becomes a non-employee director and an additional 9,000 options on the third anniversary of the date of the non-employee director was last granted an option.

The following is a summary of the status of the Plans as of December 31, 2002, 2001 and 2000 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, 1999	5,067,368	$ 15.72	2,401,523	$ 14.95	4,436,916
Authorized (Lapsed)	-				15,957
Granted	1,377,600	24.43			(1,377,600)
Exercised	(501,531)	14.75			-
Expired/Canceled	(151,194)	16.65			151,194
December 31, 2000	5,792,243	17.85	2,989,478	15.64	3,226,467
Authorized (Lapsed)	-				(83,444)
Granted	1,605,900	30.43			(1,605,900)
Exercised	(497,813)	16.01			-
Expired/Canceled	(167,087)	18.47			167,087
December 31, 2001	6,733,243	20.97	3,732,179	16.76	1,704,210
Authorized (Lapsed)	-				7,023,106
Granted	1,574,550	36.91			(1,574,550)
Exercised	(515,565)	17.33			-
Expired/Canceled	(100,639)	19.08			100,639
December 31, 2002	7,691,589	$ 24.50	4,649,889	$ 18.99	7,253,405

The following table summarizes information about stock options outstanding under the Plans at December 31, 2002:

	Options Outstanding			Options Exercisable	
Exercise Price Range	Number Outstanding at December 31 2002	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable at December 31 2002	Weighted Average Exercise Price
$10.01 - $15.00	738,515	2.1	$ 13.34	738,515	$ 13.34
15.01 - 20.00	2,596,019	6.1	16.52	2,577,019	16.51
20.01 - 25.00	1,341,693	7.8	24.59	856,343	24.60
25.01 - 30.00	86,750	8.5	27.89	25,850	27.92
30.01 - 35.00	1,383,012	8.9	31.22	452,162	31.17
35.01 - 40.00	1,545,600	9.9	36.96	-	-
	7,691,589	7.3	$ 24.50	4,649,889	$ 18.99

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,		
	2002	2001	2000
Per share fair value	$ 12.69	$ 11.47	$ 9.01
Expected dividend yield	0.50%	0.61%	0.75%
Risk-free interest rate	3.35%	5.01%	5.37%
Expected volatility	34%	33%	32%
Expected life (years)	5.50	5.50	5.50

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.

NOTE 12 - INCOME TAXES

The components of income before income taxes are as follows:

	Year Ended December 31,		
	2002	2001	2000
		(in thousands)	
United States ("U.S.")	$121,901	$136,135	$120,149
Foreign	99,084	48,992	31,647
	$220,985	$185,127	$151,796

The components of the provision for income taxes are as follows:

	Year Ended December 31,		
	2002	2001	2000
		(in thousands)	
Current:			
U.S. federal	$ 46,919	$ 44,237	$ 34,291
U.S. state	2,520	1,331	1,330
Foreign	29,613	11,612	10,910
Total	79,052	57,180	46,531
Deferred:			
U.S. federal	(5,164)	13,813	7,356
U.S. state	(590)	1,141	669
Foreign	(265)	(8,503)	(3,776)
Total	(6,019)	6,451	4,249
	$ 73,033	$ 63,631	$ 50,780

The reconciliation of the U.S. federal statutory tax rate to the effective rate is as follows:

	Year Ended December 31,		
	2002	2001	2000
Statutory federal income tax rate	35.0 %	35.0 %	35.0 %
Effect of:			
State income taxes, net of federal benefit	0.6	0.9	0.9
Nondeductible amortization of goodwill	-	1.0	1.2
Foreign earnings at various rates	(4.1)	(2.7)	(2.3)
Foreign tax credit	-	(0.8)	(0.5)
Foreign losses with no tax benefit	1.9	0.5	0.8
Extraterritorial income	(1.1)	(0.9)	(1.0)
Tax exempt income	-	-	(0.7)
Other	0.7	1.4	0.1
Effective income tax rate	33.0 %	34.4 %	33.5 %

The tax effect of temporary differences giving rise to deferred tax assets and liabilities are as follows:

	December 31, 2002		December 31, 2001	
	Current Asset (Liability)	Noncurrent Asset (Liability)	Current Asset (Liability)	Noncurrent Asset (Liability)
	(in thousands)			
Employee benefit accruals	$ 1,795	$ 10,090	$ 1,725	$ 7,711
Product warranty accruals	2,018	--	2,055	--
Facility relocation accruals	360	217	107	217
Insurance premium accruals	4,029	--	4,145	--
Restructuring and other cost accruals	7,573	13,921	3,025	5,602
Differences in financial reporting and tax basis for:				
Inventory	7,106	--	5,418	--
Property, plant and equipment	--	(30,605)	--	(23,866)
Identifiable intangible assets	--	(39,353)	--	(16,151)
Unrealized losses (gains) included in other comprehensive income	--	18,324	(2,054)	(4,210)
Other	18,638	5,515	13,159	3,199
Tax loss carryforwards in foreign jurisdictions	--	9,521	--	2,864
Valuation allowance for tax loss carryforwards	--	(5,342)	--	(2,864)
	$ 41,519	$(17,712)	$ 27,580	$(27,498)

Current and noncurrent deferred tax assets and liabilities are included in the following balance sheet captions:

	December 31,	
	2002	2001
	(in thousands)	
Prepaid expenses and other current assets	$ 42,096	$ 29,069
Income taxes payable	(577)	(1,489)
Other noncurrent assets	9,327	5,028
Deferred income taxes	(27,039)	(32,526)

Certain foreign subsidiaries of the Company have tax loss carryforwards of $54.0 million at December 31, 2002, of which $18.6 million expire through 2010 and $35.4 million may be carried forward indefinitely. The tax benefit of these tax loss carryforwards has been partially offset by a valuation allowance. The valuation allowance of $5.3 million and $2.9 million at December 31, 2002 and 2001, respectively, relates to foreign tax loss carryforwards for which realizability is uncertain. The change in the valuation allowances for 2002 and 2001 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 $260 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 13 - BENEFIT 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 $11.5 million in 2002, $7.9 million in 2001 and $5.1 million in 2000.

Defined Contribution Plans

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 were $2.2 million for 2002 and $2.1 million for both 2001 and 2000. 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 $0.6 million through 2003. Dividends received by the ESOP on allocated shares are either reinvested in participants' accounts or passed through to Plan participants, at the participant's election. 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, 2002, the ESOP held 7.7 million shares, of which 7.3 million were allocated to plan participants and 0.4 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 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 medical plans for certain union 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 defined benefit pension plans for its employees in Germany, Japan, The Netherlands, 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 covers certain union and salaried employee groups in the United States and is contributory, with retiree contributions adjusted annually to limit the Company's contribution for 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		Other Postretirement Benefits	
	December 31,		December 31,	
	2002	2001	2002	2001
	(in thousands)			
Reconciliation of Benefit Obligation				
Benefit obligation at beginning of year	$ 81,134	$ 60,781	$ 7,877	$ 7,552
Service cost	3,428	1,877	419	205
Interest cost	4,464	3,548	833	539
Participant contributions	972	813	442	391
Actuarial losses	2,877	1,561	2,537	268
Amendments	--	--	--	--
Acquisitions	--	19,540	--	--
Effects of exchange rate changes	14,955	(3,126)	--	--
Benefits paid	(4,119)	(3,860)	(1,373)	(1,078)
Benefit obligation at end of year	$ 103,711	$ 81,134	$ 10,735	$ 7,877
Reconciliation of Plan Assets				
Fair value of plan assets at beginning of year	$ 43,348	$ 41,183	$ --	$ --
Actual return on assets	(10)	(471)	--	--
Acquisitions	--	4,751	--	--
Effects of exchange rate changes	7,716	(1,395)	--	--
Employer contributions	3,331	2,327	931	687
Participant contributions	972	813	442	391
Benefits paid	(4,119)	(3,860)	(1,373)	(1,078)
Fair value of plan assets at end of year	$ 51,238	$ 43,348	$ --	$ --
Reconciliation of Funded Status				
Actuarial present value of projected benefit obligations	$ 103,711	$ 81,134	$ 10,735	$ 7,877
Plan assets at fair value	51,238	43,348	--	--
Funded status	(52,473)	(37,786)	(10,735)	(7,877)
Unrecognized transition obligation	1,581	1,590	--	--
Unrecognized prior service cost	590	678	34	--
Unrecognized net actuarial loss (gain)	7,499	1,482	25	(2,450)
Net amount recognized	$ (42,803)	$ (34,036)	$ (10,676)	$ (10,327)

The amounts recognized in the accompanying Consolidated Balance Sheets are as follows:

	Pension Benefits		Other Postretirement Benefits	
	December 31,		December 31,	
	2002	2001	2002	2001
	(in thousands)			
Other noncurrent liabilities	$(55,063)	$(43,589)	$(10,676)	$(10,327)
Other noncurrent assets	10,498	8,669	--	--
Accumulated other comprehensive loss	1,762	884	--	--
Net amount recognized	$(42,803)	$(34,036)	$(10,676)	$(10,327)

The aggregate benefit obligation for those plans where the accumulated benefit obligation exceeded the fair value of plan assets was $55.1 million and $43.6 million at December 31, 2002 and 2001, respectively.

Components of the net periodic benefit cost for the plans are as follows:

	Pension Benefits			Other Postretirement Benefits		
	2002	2001	2000	2002	2001	2000
				(in thousands)		
Service cost	$ 3,428	$ 1,877	$ 1,960	$ 419	$ 205	$ 182
Interest cost	4,464	3,548	3,072	833	539	542
Expected return on plan assets	(2,706)	(2,525)	(2,020)	--	--	--
Net amortization and deferral	445	287	(2,368)	27	(63)	174
Net periodic benefit cost	$ 5,631	$ 3,187	$ 644	$ 1,279	$ 681	$ 898

The weighted average assumptions used in accounting for the Company's plans, principally in foreign locations, are as follows:

	Pension Benefits			Other Postretirement Benefits		
	2002	2001	2000	2002	2001	2000
Discount rate	5.1%	5.4%	5.7%	6.8%	7.3%	7.0%
Expected return on plan assets	5.5%	5.0%	5.7%	n/a	n/a	n/a
Rate of compensation increase	3.0%	2.5%	3.5%	n/a	n/a	n/a
Initial health care cost trend	n/a	n/a	n/a	10.0%	7.0%	7.0%
Ultimate health care cost trend	n/a	n/a	n/a	5.0%	7.0%	7.0%
Years until ultimate trend is reached	n/a	n/a	n/a	10.0	n/a	n/a

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, 2002:

	Other Postretirement Benefits	
	1% Increase	1% Decrease
	(in thousands)	
Effect on total of service and interest cost components	$ 123	$ (154)
Effect on postretirement benefit obligation	1,001	(836)

NOTE 14 - RESTRUCTURING AND OTHER COSTS (INCOME)

Restructuring and other costs (income) consists of the following:

	Year Ended December 31,		
	2002	2001	2000
	(in thousands)		
Restructuring and other costs	$ 1,669	$ 17,774	$ 2,702
Reversal of restructuring charges due to changes in estimates	(3,687)	(802)	--
Gain on pension plan termination	--	(8,486)	--
Gain on insurance settlement associated with fire	(714)	(5,758)	--
Costs related to the Oraqix agreement	--	2,345	--
German property settlement	--	--	(2,758)
Total restructuring and other costs (income)	$ (2,732)	$ 5,073	$ (56)

On January 25, 2001, the Company suffered a fire at its Maillefer facility in Switzerland. The fire caused severe damage to a building and to most of the equipment it contained. During the third quarter of 2002, the Company received insurance proceeds for settlement of the damages caused to the building. These proceeds resulted in the Company recognizing a net gain on the damaged building of approximately $0.7 million. The Company also received insurance proceeds on the destroyed equipment during the fourth quarter of 2001 and recorded the related disposal gains of $5.8 million during that period.

During the second quarter of 2002, the Company recorded a charge of $1.7 million for restructuring and other costs. The charge primarily related to the elimination of duplicative functions created as a result of combining the Company's Ceramed and U.S. Friadent divisions. Included in this charge were severance costs of $0.6 million, lease/contract termination costs of $0.9 million and $0.2 million of impairment charges on fixed assets that will be disposed of as a result of the restructuring plan. This restructuring plan resulted in the elimination of approximately 35 administrative and manufacturing positions in the United States and was substantially complete as of December 31, 2002.

As part of combining Austenal with the Company, $4.4 million of liabilities were established through purchase price accounting for the restructuring of the acquired companies' operations, primarily in the United States and Germany. Included in this liability were severance costs of $2.9 million, lease/contract termination costs of $1.4 million and other restructuring costs of $0.1 million. This restructuring plan will result in the elimination of approximately 90 administrative and manufacturing positions in the United States and Germany, 50 of which remain to be eliminated as of December 31, 2002. The Company anticipates that most aspects of this plan will be completed by the fourth quarter of 2003.

The major components of the 2002 restructuring charges and the amounts recorded through purchase price accounting and the remaining outstanding balances at December 31, 2002 are as follows:

	2002 Provisions	Amounts Recorded Through Purchase Accounting	Amounts Applied 2002	Change in Estimate 2002	Balance December 31, 2002
Severance	$ 541	$ 2,927	$ (530)	$ (164)	$ 2,774
Lease/contract terminations	895	1,437	(500)	120	1,952
Other restructuring costs	38	60	(60)	(36)	2
Fixed asset impairment charges	195	--	(195)	--	--
	$ 1,669	$ 4,424	$(1,285)	$ (80)	$ 4,728

The Company's subsidiary in the United Kingdom restructured its pension plans in the fourth quarter of 2001, simplifying its structure by consolidating its two separate defined contribution plans into one plan and terminating the other plan. An unallocated surplus of approximately $8.5 million existed in the terminated plan. As a result, these unallocated funds reverted back to the Company.

As discussed in Note 3, the Company agreed in 2001 to a payment of $2.0 million to AstraZeneca related to the submission of the Oraqix product New Drug Application in the U.S. and a Marketing Authorization Application in Europe. Under the terms of the agreement, this payment and related estimated application costs were accrued during the fourth quarter of 2001.

In the fourth quarter of 2001, the Company recorded a charge of $12.3 million for restructuring and other costs. The charge included costs of $6.0 million to restructure the Company's existing operations, primarily in Germany, Japan and Brazil, as a result of the integration with Degussa Dental. Included in this charge were severance costs of $2.1 million, lease/contract termination costs of $1.1 million and other restructuring costs of $0.2 million. In addition, the Company recorded $2.6 million of impairment charges on fixed assets that will be disposed of as a result of the restructuring plan. The remaining charge of $6.3 million involves impairment charges on intangible assets. During 2002, the Company determined that the costs to complete this plan were lower than originally estimated and as a result $1.0 million of these costs were reversed as a change in estimate. This restructuring plan will result in the elimination of approximately 160 administrative and manufacturing positions in Germany, Japan and Brazil, 10 of which remain to be eliminated as of December 31, 2002. As part of these reorganization activities, some of these positions were replaced with lower-cost outsourced services. The Company anticipates that most aspects of this plan will be completed by the first quarter of 2003.

In the first quarter of 2001, the Company recorded a charge of $5.5 million related to reorganizing certain functions within Europe, Brazil and North America. The primary objectives of this reorganization were to consolidate duplicative functions and to improve efficiencies within these regions. Included in this charge were severance costs of $3.1 million, lease/contract termination costs of $0.6 million and other restructuring costs of $0.8 million. In addition, the Company recorded $1.0 million of impairment charges on fixed assets that will be disposed of as a result of the restructuring plan. This restructuring plan resulted in the elimination of approximately 310 administrative and manufacturing positions in Brazil and Germany. As part of these reorganization activities, some of these positions were replaced with lower-cost outsourced services. During the first quarter of 2002, this plan was substantially completed and the remaining accrual balances of $1.9 million were reversed as a change in estimate.

As part of combining Friadent and Degussa Dental with the Company, $14.1 million of liabilities were established through purchase price accounting for the restructuring of the acquired companies' operations in Germany, Brazil, the United States and Japan. Included in this liability were severance costs of $11.9 million, lease/contract termination costs of $1.1 million and other restructuring costs of $1.1 million. This restructuring plan will result in the elimination of approximately 200 administrative and manufacturing positions in Germany, Brazil and the United States, 38 of which remain to be eliminated as of December 31, 2002. The Company anticipates that most aspects of this plan will be completed during 2003.

The major components of the 2001 restructuring charges and the amounts recorded through purchase price accounting and the remaining outstanding balances at December 31, 2002 are as follows:

	2001 Provisions	Amounts Recorded Through Purchase Accounting	Amounts Applied 2001	Amounts Applied 2002	Change in Estimate 2002	Change in Estimate Recorded Through Purchase Accounting	Balance December 31, 2002
Severance	$ 5,270	$ 11,929	$ (1,850)	$ (6,257)	$ (655)	$ (174)	$ 8,263
Lease/contract terminations	1,682	1,071	(563)	(579)	(721)	203	1,093
Other restructuring costs	897	1,062	--	(552)	(759)	458	1,106
Fixed asset impairment charges	3,634	--	(3,634)	223	(747)	524	--
Intangible asset impairment charges	6,291	--	(6,291)	--	--	--	--
	$ 17,774	$ 14,062	$ (12,338)	$ (7,165)	$ 2,882	$ 1,011	$ 10,462

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 was consolidation of operations in these regions in order to eliminate duplicative functions. The restructuring plan resulted in the elimination of approximately 40 administrative positions, mainly in France. The Company also added positions as a result of these reorganization activities. During 2002, the Company determined that the costs to complete this plan were lower than originally estimated, and as a result, $0.2 million of these costs were reversed as a change in estimate. As of December 31, 2002, this plan was substantially complete.

During the fourth quarter of 2000, the Company recorded a settlement of $2.8 million related to a claim against the German government in connection with the confiscation and subsequent sale of a property formally owned by the Company in Berlin, Germany.

In the second quarter of 1998, the Company rationalized and restructured its worldwide laboratory business, primarily for the closure of the Company's German tooth manufacturing facility. 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 yet been sold. During 2002, the carrying value of this property was written-up by $0.5 million to reflect the Company's revised estimate of its fair value.

In the fourth quarter of 1998, the Company recorded a 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. During 2001 this plan was completed and the remaining accrual balances of $0.8 million were reversed as a change in estimate.

NOTE 15 - FINANCIAL INSTRUMENTS AND DERIVATIVES

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 estimates the fair value of its total long-term debt was $774.0 million versus its carrying value of $769.8 million as of December 31, 2002. The fair value approximated the carrying value since much of the Company's debt is variable rate and reflects current market rates. The fixed rate Eurobonds are effectively converted to variable rate as a result of an interest rate swap and the interest rates on revolving debt and commercial paper are variable and therefore the fair value of these instruments approximates their carrying values. The Company has fixed rate Swiss franc and Japanese yen denominated notes with estimated fair values that differ from their carrying values. At December 31, 2002, the fair value of these instruments was $235.6 million versus their carrying values of $231.4 million. The fair values differ from the carrying values due to lower market interest rates at December 31, 2002 versus the rates at issuance of the notes. The Company holds equity securities, classified as available-for-sale, within "Other noncurrent assets". The carrying value of these securities was $12.4 which includes $7.9 million of unrealized losses which the Company deems to be temporary. In accordance with SFAS 115, the Company records the unrealized losses related to these securities within "Accumulated other comprehensive gain (loss)" until sold.

Derivative Instruments and Hedging Activities

The Company's activities expose it to a variety of market risks which primarily include the risks related to the effects of changes in foreign currency exchange rates, interest rates and commodity prices. These financial exposures are monitored and managed by the Company as part of its overall risk-management program. The objective of this risk management program is to reduce the potentially adverse effects that these market risks may have on the Company's operating results.

A portion of the Company's borrowings and certain inventory purchases 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 transaction exposures through foreign exchange forward contracts. These contracts are entered into with major financial institutions thereby minimizing the risk of credit loss. In addition, the Company's investments in foreign subsidiaries are denominated in foreign currencies, which creates exposures to changes in exchange rates. The Company uses debt denominated in the applicable foreign currency as a means of hedging a portion of this risk.

With the Company's significant level of long-term debt, changes in the interest rate environment can have a major impact on the Company's earnings, depending upon its interest rate exposure. As a result, the Company manages its interest rate exposure with the use of interest rate swaps, when appropriate, based upon market conditions.

The manufacturing of some of the Company's products requires a significant volume of commodities with potentially volatile prices. In order to limit the unanticipated earnings fluctuations from such volatility in commodity prices, the Company selectively enters into commodity price swaps to convert variable raw material costs to fixed costs.

Cash Flow Hedges

The Company uses interest rate swaps to convert a portion of its variable rate debt to fixed rate debt. In January 2000 and February 2001, the Company entered into interest rate swap agreements with notional amounts totaling 180 million Swiss francs converting a portion of the Company's variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of to 3.3% for an average period of 4 years. In February 2002, the Company entered into interest rate swap agreements with notional amounts totaling 12.6 billion Japanese yen converting a portion of its variable rate financing to fixed rate debt. These agreements effectively convert the underlying debt's interest rate to an average fixed rate of 1.6% for a term of ten years. As part of this transaction, the Company offset a portion of its Swiss franc swaps (115 million Swiss francs) by entering into reverse swap agreements with identical terms.

The Company selectively enters into commodity price swaps to effectively fix certain variable raw material costs. In November 2001, the Company entered into a commodity price swap agreement with notional amounts totaling 270,000 troy ounces of silver bullion throughout calendar year 2002. The average fixed rate of this agreement was$4.20 per troy ounce. In November 2002, the Company entered into a commodity price swap agreement with notional amounts totaling 300,000 troy ounces of silver bullion to hedge forecasted purchases throughout calendar year 2003. The average fixed rate of this agreement is $4.65 per troy ounce. The Company generally hedges between 33% and 67% of its projected annual silver needs.

The Company enters into forward exchange contracts to hedge the foreign currency exposure of its anticipated purchases of certain inventory from Japan. The forward contracts that are used in this program mature in twelve months or less. The Company generally hedges between 33% and 67% of its anticipated purchases from Japan.

During 2002 and 2001, the Company recognized a net losses of $0.1 million and $0.4 million, respectively, in "Other expense (income), net", which represented the total ineffectiveness of all cash flow hedges.

As of December 31, 2002, $0.6 million of deferred net gains on derivative instruments recorded in "Accumulated other comprehensive gain (loss)" are expected to be reclassified to current earnings during the next twelve months. Transactions and events that are expected to occur over the next twelve months that will necessitate such a reclassification include the sale of inventory that includes previously hedged purchases of silver and purchases made in Japanese yen. The maximum term over which the Company is hedging exposures to variability of cash flows (for all forecasted transactions, excluding interest payments on variable-rate debt) is eighteen months.

Fair Value Hedges

The Company uses interest rate swaps to convert a portion of its fixed rate debt to variable rate debt. In addition, cross currency basis swaps are used to convert debt denominated in one currency to another currency. In December 2001, the Company completed two integrated transactions where it entered into an interest rate swap agreement with notional amounts totalling Euro 350 million which converted its 5.75% coupon, fixed rate Eurobond financing into variable rate Euro denominated financing and it then entered into a cross currency basis swap which converted this variable based Euro denominated financing to variable based U.S. dollar financing at a current rate of 2.8%.

Hedges of Net Investments in Foreign Operations

The Company has numerous investments in foreign subsidiaries. The net assets of these subsidiaries are exposed to the volatility in currency exchange rates. Currently, the Company uses non-derivative financial instruments (debt at the parent company level) to hedge some of this exposure. The translation gains and losses related to the net assets of the foreign subsidiaries are offset by gains and losses in the parent company's debt obligations. At December 31, 2002, the Company had Swiss franc denominated and Japenese yen denominated debt (at the parent company level) to hedge the currency exposure related to the net assets of its Swiss and Japanese subsidiaries. The translation gains and losses related to this foreign currency denominated debt are included in "Accumulated other comprehensive gain (loss)".

Other

The Company holds stock warrants which are classified as derivative financial instruments as defined under SFAS No. 133. These warrant holdings are valued under a Black-Scholes option pricing model and any fair value adjustments are reflected in current income each quarter until sold. For the year ended December 31, 2002, the unrealized loss on the stock warrants was $2.5 million. These unrealized losses were included in "Other expense (income), net".

As of December 31, 2002, the Company had recorded the fair value of derivative instrument assets of $4.6 million in "Prepaid expenses and other current assets" and $59.7 million in "Other noncurrent assets" on the balance sheet. The Company recorded the fair value of derivative instrument liabilities of $2.3 million in "Accrued liabilites" and $7.9 million in "Other noncurrent liabilities" on the balance sheet.

In accordance with SFAS 52, "Foreign Currency Translation", the Company utilizes long-term intercompany loans to eliminate foreign currency transaction exposures of certain foreign subsidiaries. Net gains or losses related to these long-term intercompany loans, those for which settlement is not planned or anticipated in the foreseeable future, are included in the Company's "Accumulated other comprehensive gain (loss)" on the balance sheet.

NOTE 16 - COMMITMENTS AND CONTINGENCIES

Leases

The Company leases automobiles and machinery and equipment and certain office warehouse, and manufacturing facilities under non-cancelable operating leases. These leases generally require the Company to pay insurance, taxes and other expenses related to the leased property. Total rental expense for all non-precious metals operating leases was $18.4 million for 2002, $12.7 million for 2001, and $10.5 million for 2000.

Rental commitments, principally for real estate (exclusive of taxes, insurance and maintenance), automobiles and office equipment are as follows (in thousands):

2003	$ 16,233
2004	11,506
2005	7,636
2006	4,351
2007	3,313
2008 and thereafter	9,081
	$ 52,120

As of December 31, 2002, the Company had leased $59.3 million of precious metals. Under this arrangement the Company leases fixed quantities of precious metals which are used in producing alloys and pays a lease rate (a percent of the value of the leased inventory) to the lessor. These precious metal leases are accounted for as operating leases and the lease fee is recorded in "Cost of products sold". The terms of the leases are less than one year and the average lease rate at December 31, 2002 was 2.5%. The Company's objective for using these operating lease arrangements to supply its precious metals needs is to free up working capital and reduce the Company's exposure to commodity price volatility.

Litigation

DENTSPLY and its subsidiaries are from time to time parties to lawsuits arising out of their respective operations. The Company believes it is remote that pending litigation to which DENTSPLY is a party will 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. 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 Court has granted the Company's motion on the lack of standing of the laboratory and patient class actions to pursue damage claims. Four private party class actions on behalf of indirect purchasers were filed in California state court. These cases are based on allegations similar to those in the Department of Justice case. In response to the Company's motion, these cases have been consolidated in one Judicial District in Los Angeles. A similar private party action has been filed in Florida. The trial in the government's case was held in April and May 2002, the post-trial briefing occurred during the summer and the final arguments were made in September of 2002. The case is pending a decision by the Federal District Court Judge who heard the case. 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 in the agreements), the Company's liability would be approximately $14.0 million at December 31, 2002.

NOTE 17 - QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
	(in thousands, except per share amounts)				
2002					
Net sales	$ 354,868	$ 381,013	$ 366,037	$ 411,824	$ 1,513,742
Gross profit	169,372	184,540	178,932	200,055	732,899
Operating income	56,913	64,801	61,156	73,630	256,500
Net income	33,096	36,820	35,766	42,270	147,952
Earnings per common share-basic	$ 0.4246	$ 0.4711	$ 0.4571	$ 0.5397	$ 1.8925
Earnings per common share-diluted	0.4157	0.4598	0.4464	0.5276	1.8495
Cash dividends declared per common share	0.04600	0.04600	0.04600	0.04600	0.18400
2001					
Net sales	$ 245,695	$ 254,676	$ 253,528	$ 379,069	$ 1,132,968
Gross profit	129,669	133,597	132,241	173,013	568,520
Operating income	34,340	43,762	43,827	54,116	176,045
Net income	34,326	27,404	25,919	33,847	121,496
Earnings per common share-basic	$ 0.4431	$ 0.3530	$ 0.3334	$ 0.4347	$ 1.5642
Earnings per common share-diluted	0.4373	0.3472	0.3275	0.4264	1.5384
Cash dividends declared per common share	0.04583	0.04583	0.04583	0.04584	0.18333

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		Period-end Closing Price	Cash Dividend Declared
	High	Low		
2002				
First Quarter	$ 37.93	$ 31.60	$ 37.06	$0.04600
Second Quarter	40.95	35.25	36.91	0.04600
Third Quarter	43.50	31.25	40.17	0.04600
Fourth Quarter	43.10	31.89	37.20	0.04600
2001				
First Quarter	$ 26.67	$ 21.67	$ 24.33	$0.04583
Second Quarter	31.07	23.33	29.57	0.04583
Third Quarter	31.63	26.01	30.63	0.04583
Fourth Quarter	34.69	28.62	33.47	0.04584
2000				
First Quarter	$ 19.25	$ 15.42	$ 18.92	$0.04167
Second Quarter	21.75	16.75	20.54	0.04167
Third Quarter	24.92	19.67	23.29	0.04167
Fourth Quarter	28.92	20.59	26.08	0.04582

All amounts reflect the 3-for-2 stock split effective January 31, 2002.

The Company estimates, based on information supplied by its transfer agent, that there are approximately 25,000 holders of common stock, including 489 holders of record.

Subsidiaries of the Company

I. Direct Subsidiaries of the Company

A. Dentsply Research & Development Corp. ("Dentsply R&D") (Delaware)

B. Ceramco Inc. (Delaware)
   a) Dentsply West (Nevada)

C. Ceramco Manufacturing Co. (Delaware)

D. CeraMed Dental, L.L.C. (Delaware)

E. GAC International Inc. (New York)
   a) Old Country Road Sales Consultants, Inc.
   b) Orthodental International, Inc.
   c) Orthodental S.A. de C.V. (Mexico)

F. DENTSPLY Finance Co. (Delaware)
   a) Dentsply International, Inc. (Chile) Limitada (Chile)

G. ESP, LLC (Delaware)

H. DENTSPLY North America Inc. (Delaware)

I. PDEX Acquisition Corp. (Delaware)

J. Austenal Holdings Inc. (Nevada)
   a) Austenal, Inc. (Illinois)

K. Dentsply Argentina S.A.C.e.I. (Argentina)

L. Dentsply Industria e Comercio Ltda. (Brazil)

M. DeTrey do Brasil Industria e Comercio Ltda. (Brazil)

N. Dentsply Mexico S.A. de C.V. (Mexico)

O. Dentsply India Pvt. Ltd. (India)

P. Dentsply (Philippines) Inc. (Philippines)

R. Dentsply (Thailand) Ltd. (Thailand)

S. Dentsply Dental (Tianjin) Co. Ltd. (China)

T. Dentsply Tianjin International Trading Co. Ltd. (China)

U. Ceramco Europe Limited (Cayman Islands)
   a) Ceramco UK Limited (Dormant)

II. Indirect Subsidiaries of the Company

A. Subsidiaries of Dentsply Research & Development Corp.

1. Ransom & Randolph Company (Delaware)

2. Tulsa Dental Products Inc. (Delaware)
   a) Tulsa Finance Co. (Delaware)
   b) Tulsa Manufacturing Inc. (Delaware)

3. Dentsply Export Sales Corporation (Barbados)

4. Dentsply SE Limited (Gibraltar)

5. Dentsply EU S.a.r.L (Luxembourg)

6. Dentsply Australia Pty. Ltd. (Australia (Victoria))
   a) Dentsply (NZ) Limited (New Zealand)

7. Dentsply Canada Ltd. (Canada (Ontario))

8. PT Dentsply Indonesia (Indonesia)

9. The International Tooth Co. Limited (United Kingdom)

10. Dentsply Espana SL (Spain)

11. Sankin Kogyo K.K. (Japan)
    a) Sankin Laboratories K.K. (Japan)

12. Degussa Dental Ltda. (Brazil)
    a) Degussa Dental da Amazonia Ltda. (Brazil)
    b) Degpar Participacoes e Empreendimentos S.A. (Brazil)
    c) Problem Laboratorio de Produtos Farmaceuticos e Odontonlogicos S.A. (Brazil)

B. Subsidiaries Dentsply EU S.a.r.L.

1. Dentsply Capital Ltd. (U.K.)

2. Dentsply Capital II Ltd. (U.K.)

3. Dentsply DeTrey Sarl. (Switzerland)

4. Maillefer Instruments Holding S.A. (Switzerland)
   a) Maillefer Instruments Trading Sarl (Switzerland)
   b) Maillefer Instruments Consulting Sarl (Switzerland)
   c) Maillefer Instruments Manufacturing Sarl (Switzerland)
   d) Maillefer Plastiques Sarl (Switzerland)

5. Dentsply Europe S.a.r.L. (Luxembourg)

C. Subsidiaries of Dentsply Europe S.a.r.L.

1. Dentsply Germany Holdings GmbH (Germany)
   a) VDW GmbH (Germany)
   b) RoyDent, Inc.(Michigan)
   c) Dentsply DeTrey GmbH (Germany)
   d) Friadent GmbH (Germany)
      i) Friadent Brasil Ltda. (Brazil)
      ii) Friadent Denmark ApS (Denmark)
      iii) Friadent France Sarl (France)
      iv) Friadent N.V. (Belgium)
      v) Friadent Scandinavia AB(Sweden)
      vi) Friadent Schweiz AG (Switzerland)
   e) Degussa Dental GmbH (Germany)
      i) Bios Dental GmbH (Germany)
      ii) Ducera Dental Verwaltungs-ges.m.b.H. (Germany)
   f) Austenal GmbH (Germany)
      i) Laboratoires de Produits Dentaires Odoncia S.A. (France)
   g) Elephant Dental GmbH (Germany)

2. Elephant Dental B.V. (Netherlands)
   a) Cicero Dental Systems B.V. (Netherlands)
   b) Degussa Dental Benelux B.V. (Netherlands)
   c) Elephant Danmark ApS (Denmark)
   d) Dental Trust B.V. (Netherlands)

3. Degussa Dental Austria GmbH (Austria)

4. Dentsply Limited (Cayman Islands)
   a) Dentsply Holdings Unlimited (U.K.)
   b) Dentsply Russia Limited (U.K.)
   c) Amalco Holdings Ltd (U.K., Dormant)
   d) Keith Wilson Limited (U.K., Dormant)
   e) Oral Topics Limited (U.K., Dormant)
   f) AD Engineering Limited (Dormant)

5. Dentsply Italia SrL (Italy)

6. Dentsply France S.A.S. (France)

7. Dentsply South Africa (Pty) Limited (South Africa)

8. Dentsply Benelux S.a.r.L. (Luxembourg)

9. Dentsply A.G. (Switzerland)

Consent of Independent Accountants

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (33-71792, 33-79094, 33-89786, 333-56093, and 333-101548) and Registration Statement on Form S-3 (No. 333-76089) of DENTSPLY International Inc. of our report dated January 23, 2003, relating to the financial statements, 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 dated January 23, 2003 relating to the financial statement schedule, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Philadelphia, PA
March 28, 2003

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DENTSPLY International Inc. (the "Company") on Form 10-K for the year ending December 31, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John C. Miles II, Chief Executive Officer and Chairman of the Board of Directors of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company as of the date of the Report.

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

March 28, 2003

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DENTSPLY International Inc. (the "Company") on Form 10-K for the year ending December 31, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Bret W. Wise, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company as of the date of the Report.

/s/ Bret W. Wise
Bret W. Wise
Senior Vice President and
Chief Financial Officer

March 28, 2003