

=====

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

INGRAM MICRO INC.
(Exact name of issuer as specified in its charter)

Delaware	5045	62-1644402
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

1600 E. St. Andrew Place
Santa Ana, CA 92705
(714) 566-1000
(Address of principal executive offices)

INGRAM MICRO INC.
1998 EMPLOYEE STOCK PURCHASE PLAN
(Full title of the plan)

James E. Anderson, Jr., Esq.
Senior Vice President and General Counsel
Ingram Micro Inc.
1600 E. St. Andrew Place
Santa Ana, CA 92705
(Name and address of agent for service)

Telephone number, including area code, of agent for service: (714) 566-1000

Copy to:
Winthrop B. Conrad, Jr., Esq.
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Class A Common Stock (par value \$0.01 per share)	3,000,000 shares	\$46.81	\$140,430,000	\$41,427

=====

- (1) Plus an indeterminate number of additional shares which may be offered and issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Estimated pursuant to Rule 457(c) under the Securities Act of 1933, as amended, solely for the purpose of computing the registration fee, based upon the average of the high and low prices of the securities being registered hereby on the New York Stock Exchange Composite Transaction Tape on May 8, 1998.
-

This Registration Statement Includes a Total of 17 Pages.
Exhibit Index on Page 8.

The following documents listed under this Part I and the documents incorporated by reference under Item 3 of Part II to this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933, as amended (the "1933 Act"), and are incorporated herein by reference.

ITEM 1. PLAN INFORMATION

This information required to be provided to participants pursuant to this Item is set forth in the Prospectus for the Ingram Micro Inc. 1998 Employee Stock Purchase Plan, together with the Ingram Micro Inc. 1998 Employee Stock Purchase Plan, attached to the Prospectus as Exhibit A thereto.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

The written statement required to be provided to participants pursuant to this Item is set forth in the Prospectus referenced in Item 1 above.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Ingram Micro Inc. (the "Registrant") hereby files this Registration Statement with the Securities and Exchange Commission (the "Commission") on Form S-8 to register 3,000,000 shares of the Registrant's Class A Common Stock, par value \$.01 per share ("Class A Common Stock"), for issuance pursuant to the Registrant's 1998 Employee Stock Purchase Plan (the "Plan") and such indeterminate number of additional shares which may be offered and issued to prevent dilution resulting from stock splits, stock dividends or similar transactions pursuant to the Plan.

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed with the Commission pursuant to the Securities and Exchange Act of 1934, as amended (the "1934 Act"), (Commission 1934 Act File Number 001-12203) are incorporated by reference herein:

(1) The Registrant's Annual Report on Form 10-K for the fiscal year ended January 3, 1998.

(2) All other reports filed with the Commission by the Registrant pursuant to Section 13(a), 13(c), 14 and 15(d) of the 1934 Act subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered herein have been sold or which deregisters all securities then remaining unsold.

(3) The description of the Registrant's Class A Common Stock contained in the Registrant's 1934 Act registration statement on Form 8-A dated September 19, 1996, filed with the Commission pursuant to Section 13 of the 1934 Act, including any amendment thereto or report filed for the purpose of updating such description.

Any statement contained herein or made in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which is also incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable, see Item 3(3) above.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

James E. Anderson, Jr., the Registrant's General Counsel, owns directly and indirectly securities of the Registrant, and options to purchase such securities, with a fair market value in excess of \$50,000.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Reference is made to section 102(b)(7) of the Delaware General Corporation Law (the "DGCL"), which enables a corporation in its certificate of incorporation to eliminate or limit the personal liability of a director for violations of the director's fiduciary duty, except (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. The Registrant's certificate of incorporation eliminates the liability of directors to the fullest extent permitted by Delaware Law.

Reference is made to section 145 of the DGCL which provides that a corporation may indemnify directors and officers as well as other employees and agents against expenses (including attorney's fees), judgments, fines and

amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) (a "derivative action")) if they act in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorney's fees) incurred in connection with defense or settlement of such action, and the statute requires court approval before there can be indemnification that may be granted by a corporation's charter, by-laws, disinterested director vote, stockholder vote, agreement or otherwise. The Registrant's certificate of incorporation provides for indemnification of its directors, officers, employees and agents to the fullest extent permitted by Delaware Law.

In addition, the Registrant has purchased and maintains directors' and officers' liability insurance.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit Number	Exhibit
- - - - -	- - - - -

4.01	Certificate of Incorporation of the Registrant. (Incorporated herein by reference to Exhibit 1.01 to the Registrant's 1933 Act Registration Statement on Form S-1, File No. 333-09453).*
4.02	Amended and Restated Bylaws of the Registrant. (Incorporated herein by reference to Exhibit 3.02 to the Registrant's Form 10-K for the fiscal year ended January 3, 1998).*
5.01	Opinion of General Counsel of the Registrant.
23.01	Consent of Independent Public Accountants - Price Waterhouse LLP.
23.02	Consent of General Counsel of the Registrant (included in opinion filed as Exhibit 5.01).
24.01	Powers of Attorney (included on the signature page of this registration statement).
99.01	Form of the Ingram Micro Inc. 1998 Employee Stock Purchase Plan.

- - - - -
* Incorporated by reference.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference into this Registration Statement;

(2) That for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and where applicable, each filing of the Plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers or controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

EXPERTS

The financial statements incorporated in this Form S-8 by reference to the Annual Report on Form 10-K of Ingram Micro Inc. for the year ended January 3, 1998, have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

LEGAL MATTERS

The validity of the Class A Common Stock offered hereunder has been passed upon by the Registrant's General Counsel.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Ana, State of California, on this 15th day of May, 1998.

INGRAM MICRO INC.

By /s/ James E. Anderson, Jr.

James E. Anderson, Jr.
Senior Vice President, Secretary
and General Counsel

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, constitutes and appoints Jerre L. Stead, Michael J. Grainger and James E. Anderson, Jr. and each of them, our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which said attorneys-in-fact and agents may deem necessary or advisable in order to enable Ingram Micro Inc. to comply with the Securities Act of 1933 and any requirements of the Securities and Exchange Commission in respect thereof, in connection with the filing with the Securities and Exchange Commission of the registration statement on Form S-8 under the Securities Act of 1933, including specifically but without limitation, power and authority to sign the name of the undersigned to such registration statement, and any amendments to such registration statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, to sign any and all applications, registration statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file

the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature - -----	Title -----	Date ----
/s/ Jerre L. Stead ----- Jerre L. Stead	Chief Executive Officer (Principal Executive Officer); Chairman of the Board	May 15, 1998
/s/ Michael J. Grainger ----- Michael J. Grainger	Executive Vice President and Worldwide Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 15, 1998
/s/ Martha R. Ingram ----- Martha R. Ingram	Director	May 15, 1998
/s/ John R. Ingram ----- John R. Ingram	Director	May 15, 1998
/s/ David B. Ingram ----- David B. Ingram	Director	May 15, 1998
/s/ Don H. Davis, Jr. ----- Don H. Davis, Jr.	Director	May 15, 1998
/s/ Philip M. Pfeffer ----- Philip M. Pfeffer	Director	May 15, 1998
/s/ J. Phillip Samper ----- J. Phillip Samper	Director	May 15, 1998
/s/ Joe B. Wyatt ----- Joe B. Wyatt	Director	May 15, 1998

INDEX TO EXHIBITS

Exhibit Number - -----	Exhibit -----	Sequentially Numbered Page -----
4.01	Certificate of Incorporation of the Registrant. (Incorporated herein by reference to Exhibit 1.01 to the Registrant's 1933 Act Registration Statement on Form S-1, File No. 333-09453).*	*
4.02	Amended and Restated Bylaws of the Registrant. (Incorporated herein by reference to Exhibit 3.02 to the Registrant's Form 10-K for the fiscal year ended January 3, 1998).*	*
5.01	Opinion of the Registrant's General Counsel.	10
23.01	Consent of Independent Public Accountants - Price Waterhouse LLP.	12
23.02	Consent of the Registrant's General Counsel (included in his opinion filed as Exhibit 5.01).	10
24.01	Powers of Attorney (included on the signature page of this registration statement).	7
99.01	Form of the Ingram Micro Inc. 1998 Employee Stock Purchase Plan.	14
- -----		

* Incorporated by reference.

GENERAL COUNSEL OPINION

Exhibit 5.01

[General Counsel Opinion]

May 13, 1998

Ingram Micro Inc.
1600 E. St. Andrew Place
Santa Ana, CA 92705

Ladies and Gentlemen:

I am the General Counsel of Ingram Micro Inc., a Delaware corporation (the "Company"), and am delivering this opinion in connection with the Company's Registration Statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, for the registration of 3,000,000 shares (the "Shares") of the Company's Class A Common Stock, par value \$0.01 per share, issuable pursuant to the Company's 1998 Employee Stock Purchase Plan (the "Plan").

I have examined originals or copies of such documents, corporate records and other instruments as I have deemed necessary for the purposes of rendering this opinion.

On the basis of the foregoing, assuming the due execution and delivery of certificates representing the Shares, I am of the opinion that the Shares deliverable pursuant to the Plan have been duly authorized and, when and to the extent issued pursuant to the Plan upon receipt by the Company of adequate consideration therefor, will be validly issued, fully paid and assessable.

I am licensed to practice law in the States of California, Tennessee and Texas, and the foregoing opinion is limited to the laws of such states, the federal laws of the United States of America and the General Corporation Law of the State of Delaware.

I consent to the filing of this opinion as Exhibit 5.01 to the Registration Statement.

Very truly yours,

James E. Anderson, Jr.
Senior Vice President, Secretary
and General Counsel

CONSENT OF INDEPENDENT ACCOUNTANTS--PRICE WATERHOUSE LLP

Exhibit 23.01

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 17, 1998, which appears on page 25 of the 1997 Annual Report to Shareowners of Ingram Micro Inc., which is incorporated by reference in Ingram Micro Inc.'s Annual Report on Form 10-K for the year ended January 3, 1998. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears in such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PRICE WATERHOUSE LLP
Costa Mesa, California
May 13, 1998

INGRAM MICRO INC.
1998 EMPLOYEE STOCK PURCHASE PLAN

Exhibit 99.01

INGRAM MICRO INC.

1. Purpose of the Plan.

The purpose of the Ingram Micro Inc. 1998 Employee Stock Purchase Plan (the "Plan") is to provide employment incentive and to encourage stock ownership by certain officers and employees of Ingram Micro Inc. (the "Company") and certain officers and employees of certain of its designated subsidiaries ("Participating Subsidiaries") in order to increase their proprietary interest in the Company's success. The Plan is intended to be a qualified employee stock purchase plan within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and rulings thereunder. The provisions of the Plan shall be construed accordingly.

2. Administration of the Plan.

The Plan shall be administered by the Human Resources Committee (the "Committee") of the Company's Board of Directors as from time to time appointed pursuant to the By-Laws of the Company. The Committee shall have full power and authority to construe and interpret the Plan and may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best, including, but not limited to, the determination of purchase periods hereunder. Decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its stockholders and its employees.

The Committee may in its sole discretion determine from time to time that the Company shall offer to enter into Agreements hereunder ("Agreements") with all of the then eligible employees, provided, however, that it shall be under no obligation to do so.

3. Participation in the Plan.

The individuals who shall be eligible to receive grants of purchase rights under the Plan shall be all the employees (including directors who are employees) of the Company or of any Subsidiary (as defined in Section 424(f) of the Code) of the Company, which Subsidiary has been designated by the Committee as a Participating Subsidiary in the Plan, on the date as of which such purchase rights are granted under the Plan (the "Grant Date"), other than those employees who have customary employment with the Company or Participating Subsidiary of not more than 20 hours a week or not more than 5 months in any calendar year, within the meaning of Code Sections 423(b)(4) and (c), respectively; provided, however, that an Agreement will be entered into with an employee of a Participating Subsidiary only if such Agreement will, under the applicable provisions of the Code as then in effect, qualify for the same tax treatment as would be accorded if such employee was then an employee of the Company; and further provided, that no individual shall be eligible to enter into an Agreement under the Plan if immediately thereafter and after giving effect thereto, the aggregate value or voting power of all shares of stock of the Company and any Subsidiary then owned by such individual either directly or indirectly, within the meaning of the applicable sections of the Code and including all shares of stock with respect to which such individual holds options, would equal or exceed in the aggregate 5% of the total value or combined voting power of all classes of stock of the Company or any Subsidiary. The term "Compensation" as used in this Plan means with respect to each eligible employee, the total amount of base salary including commissions, shift differentials, and sick leave pay paid to such employee on account of his employment by his or her employer, excluding (a) over-time pay and bonuses, (b) benefits under any other pension, profit sharing, stock bonus, phantom stock, nonstatutory stock option, hospitalization, life insurance, long-term disability, or other employee benefit plan (including without limiting the foregoing, the Ingram Micro Inc. Supplemental Executive Deferred Compensation Plan and the Ingram Micro Inc. Supplemental Executive Retirement Plan), (c) travel, entertainment, and other business expense allowances from which an accounting is made to the employees, (d) living allowances, (e) imputed income attributable to employer-provided group term life insurance and such other imputed non-cash income recognized as such by the Code and the employee's Employer for purposes of this Plan, (f) any home sale costs, reimbursed moving costs, employer reimbursed or employer-subsidized meals, employer payments for the use of his or her personal car for business purposes, location adjustments or any other similar supplemental type of pay, and (g) severance pay. Compensation shall include elective deferrals under any tax-qualified defined contribution plan maintained by the Company or any subsidiary and any amount which is contributed to such plan by the employee's employer pursuant to a salary reduction agreement which is not includible in the gross income of the

eligible employee. under Section 125, 402(e)(3), 402(h) or 403(b) of the Code.

4. Stock.

The stock subject to the Agreements shall be, in the discretion of the Board of Directors of the Company, either authorized but unissued shares of any class of the Company's Common Stock ("Common Stock") or shares of Common Stock held in the treasury of the Company or any Subsidiary of the Company, including shares purchased in the open market or otherwise. Subject to adjustment in accordance with the provisions of paragraph 6(i) hereof, the total number of shares of Common Stock which may be the subject of such Agreements shall not exceed in the aggregate 3,000,000 shares.

In the event that any Agreement for any reason expires or is terminated and the shares of Common Stock which are the subject thereof are not purchased, such unpurchased shares of Common Stock may again be subject to Agreements.

5. Number of Shares Which an Employee May Purchase.

Each Agreement shall provide that an eligible employee may elect to purchase pursuant to the terms of the Agreement a number of shares of Common Stock determined by the Committee but in no event greater than the number of shares of Common Stock with a fair market value (as determined by the Committee on the Grant Date) not in excess of 2-1/4 times 10% of the employee's aggregate Compensation for the fiscal year next preceding the Grant, as determined from the payroll records of the Company and the Participating Subsidiaries.

Notwithstanding anything else contained herein, no employee may receive a Grant which permits such employee's rights to purchase Common Stock under this Plan and any other qualified employee stock purchase plan (within the meaning of Section 423 of the Code) of the Company or its Subsidiaries to accrue at a rate which exceeds \$25,000 of fair market value of Common Stock for each calendar year in which a Grant is outstanding at any time. For purposes of this section, fair market value shall be determined as of the Grant Date by the Committee.

6. Terms and Conditions of Agreements.

(a) General.

The Agreements shall be in such form as the Committee shall from time to time approve, and shall contain such terms and conditions as the Committee shall prescribe not inconsistent with the Plan.

(b) Purchase Price.

The price of a share of Common Stock pursuant to a grant shall be set by the Committee but in no event shall be less than the lesser of:

(i) 85 percent of the fair market value of a share of Common Stock on the Grant Date; or

(ii) 85 percent of the fair market value of a share of Common Stock on the Purchase Date (as defined below).

(c) Payment of Purchase Price.

Each Agreement shall prescribe the method or methods pursuant to which the purchase price of shares shall be paid by the employee.

(d) Term of Agreements.

Each Agreement shall be dated as of the date purchase rights are granted under the Plan and shall have a stated term of not more than 27 months from such date.

(e) Date on which Shares Must be Purchased.

Each Agreement shall provide that, subject to earlier termination pursuant to Paragraph 6(g) hereof, any shares to be purchased thereunder must be purchased on the last day (hereinafter called the "Purchase Date") of the stated term of the Agreement.

(f) Employee's Purchase Directions.

Each Agreement shall provide that the employee on the Purchase Date shall purchase all of the whole shares covered by such Agreement unless the employee shall, in the manner provided for in the Agreement, notify the Secretary of the Company, or such other persons specified in the Agreement, on or before the Purchase Date that the employee does not desire to purchase any of such shares or desires to purchase fewer than all of such shares.

(g) Termination by Employee of his Agreement.

An employee who has entered into an Agreement may at any time on or before the Purchase Date terminate the employee's Agreement in its entirety by written notice of such termination delivered in the manner set forth in the Agreement to the Secretary of the Company, or to such other person or

persons as may be specified in the employee's Agreement. If there are any funds then on deposit pursuant to the Agreement such funds shall be paid to the employee or to the Company for payment to the employee.

(h) Termination of Employment and Change in Control.

Each Agreement shall specify the applicable rules in respect of the effect of the death, retirement, disability or other termination of employment of the employee and the effect, if any, of a change in control of the Company.

(i) Adjustments.

In the event that the Committee shall determine that any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, or other similar corporate event affects the Common Stock such that an adjustment is required in order to preserve the benefits or potential benefits intended to be made available under this Plan, then the Committee shall, in its sole discretion, and in such manner as the Committee may deem equitable, adjust any or all of (1) the number and kind of shares which thereafter may be made the subject of Agreements under the Plan, (2) the number and kind of shares subject to outstanding Agreements and (3) the purchase price with respect to any of the foregoing and/or, if deemed appropriate, make provision for a cash payment to a person who has an outstanding Agreement; provided, however, that the number of shares subject to any Agreement shall always be a whole number.

(j) Assignability.

No rights hereunder shall be assignable or transferable except by will or by the laws of descent and distribution. During the lifetime of an employee who is a party to an Agreement the shares which are covered by such Agreement may be purchased only by the employee.

(k) Employee's Agreement.

If, at the time of the purchase of shares which are covered by an Agreement in writing, in the opinion of counsel for the Company, it is necessary or desirable, in order to comply with any applicable laws or regulations relating to the sale of securities, that the employee purchasing such shares shall agree that such employee will purchase such shares for investment and not with any present intention to resell the same, the employee will, upon the request of the Company, execute and deliver to the Company an agreement to such effect. The Company may also require that a legend setting forth such investment intention be stamped or otherwise written on the certificates for shares purchased pursuant to the Plan.

(1) Rights as a Shareholder.

An employee who is a party to an Agreement shall have no rights as a shareholder with respect to shares covered by such Agreement until the date of the issuance of the shares to the employee. No adjustment will be made for dividends or other rights for which the record date is prior to the date of such issuance.

7. Term of Plan.

No Agreement shall be entered into after December 31, 2003.

8. Amendments.

The Board of Directors may from time to time alter, amend, suspend, or discontinue the Plan or alter or amend any and all Agreements: provided, however, that no such action of the Board of Directors may, without the approval of the shareholders, make any amendment for which stockholder approval is necessary to comply with any tax or regulatory requirement, including for this purpose any approval requirement which is a prerequisite for exemptive relief under Section 16(b) of the Securities Exchange Act of 1934.

9. Application of Funds.

The proceeds received by the Company from the sale of Common Stock pursuant to an Agreement will be used for general corporate purposes.

10. No Obligation to Purchase Shares.

Entering into an Agreement shall impose no obligation upon an employee to purchase any shares covered by such Agreement.

11. Governing Law.

This Plan and all Agreements shall be construed in accordance with and governed by the laws of the State of Delaware.

12. Shareholder Approval.

This Plan shall not be effective until approved by the shareholders of

the Company as provided in Section 423(b) of the Code and the regulations thereunder.