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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

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

For the Fiscal Year Ended December 31, 2005

Commission File Number: 1-12203

Ingram Micro Inc.

(Exact name of Registrant as specified in its charter)

DELAWARE	**62-1644402**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1600 E. ST. ANDREW PLACE, SANTA ANA, CALIFORNIA 92705
(Address, including zip code, of principal executive offices)

(714) 566-1000
(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class:	Name of Each Exchange on Which Registered:
Class A Common Stock, Par Value $.01 Per Share	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in rule 405 of the Securities Act. Yes ☑ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No ☑

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 ☑ No o

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. o

Indicate by check mark if registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.
Large Accelerated Filer ☑ Accelerated Filer o Non-accelerated Filer o

Indicate by check mark whether the registrant is a shell company (as defined in rule 12b-2 of the Exchange Act). Yes o No ☑

The aggregate market value of the voting stock held by non-affiliates of the registrant as of the last business day of the registrant's most recently completed second fiscal quarter, at July 2, 2005, was $2,397,666,841 based on the closing sale price on such date of $15.59 per share.

The registrant had 164,134,345 shares of Class A Common Stock, par value $0.01 per share, outstanding at February 24, 2006.

DOCUMENTS INCORPORATED BY REFERENCE: Portions of the Proxy Statement for the registrant's Annual Meeting of Shareowners to be held May 31, 2006 are incorporated by reference into Part III of this Annual Report on Form 10-K.

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PART I

ITEM 1. *BUSINESS*

The following discussion includes forward-looking statements, including but not limited to, management's expectations of competition; revenues, margin, expenses and other operating results or ratios; operating efficiencies; cost synergies; economic conditions; cost savings; capital expenditures; liquidity; capital requirements; acquisitions and integration costs; operating models; exchange rate fluctuations and rates of return. In evaluating our business, readers should carefully consider the important factors discussed under "Risk Factors." We disclaim any duty to update any forward-looking statements.

Introduction

Ingram Micro, a Fortune 100 company, is the largest global information technology ("IT") wholesale distributor, providing sales, marketing, and logistics services for the IT industry worldwide. Ingram Micro provides a vital link in the IT supply chain by generating demand and developing markets for our technology partners. We create value in the IT market by extending the reach of our technology partners, capturing market share for resellers and suppliers, creating innovative solutions comprised of both products and services, offering credit facilities, and providing efficient fulfillment of IT products and services. With a broad range of products and an array of services, we create operating efficiencies for our partners around the world.

History

We began business in 1979, operating as Micro D Inc., a California corporation. Through a series of acquisitions, mergers and organic growth over the past twenty years, Ingram Micro's global footprint has been expanded and strengthened in North America, Europe, Asia-Pacific, and Latin America. Our most recent expansion activities include: the July 2005 purchase of certain assets of AVAD, the leading distributor for solution providers and custom installers serving the home automation and entertainment market in the United States; the November 2004 acquisition of all of the outstanding shares of Techpac Holdings Limited ("Tech Pacific"), one of Asia-Pacific's largest technology distributors; and the July 2004 acquisition of certain assets of U.S.-based Nimax Inc. ("Nimax"), providing immediate entry into the value-added distribution of automatic identification and data capture ("AIDC") and point of sale ("POS") solutions.

Industry

The worldwide IT products and services distribution industry generally consists of two types of business: traditional distribution business and the emerging fee-based supply chain services business. Within the traditional distribution model, the distributor buys, holds title to, and sells products and/or services to resellers who, in turn, typically sell directly to end-users, or other resellers. Hardware manufacturers and software publishers, which we collectively call suppliers or vendors, sell directly to distributors, resellers and end-users. While some vendors have elected to pursue direct sales strategies for particular customer and product segments, we believe that suppliers continue to embrace traditional distributors that have a global presence and are able to deliver products to market in an efficient manner. The large number of resellers worldwide makes it cost effective for suppliers to rely on IT distribution channels to serve this diverse customer base. Resellers in the traditional distribution model depend on distributors for a number of services, including product availability, marketing, credit, technical support, and inventory management, which includes direct shipment to end-users and, in some cases, allows end-users to directly access distributors' inventory data. These services allow resellers to reduce their inventory, staffing levels, and backroom requirements, thereby streamlining their financial investment and reducing their costs. End-users are increasingly looking for broad IT solutions incorporating multiple hardware and software products as well as consulting and implementation services. As resellers adjust their business models from selling products to selling solutions, they rely on distributors to help them combine products with services to complete the solutions they offer to their customers. Those distributors that work with resellers to offer enhanced value-added solutions and services customized to the needs of their specific customer base are better able to succeed in this environment.

Fee-based supply chain services encompass the materials management functions of the supply chain, taking a product from the point of concept through delivery to the customer. As demand for supply chain services grows, distributors will seek new opportunities to provide such services within and outside of the IT sector to complement their traditional distribution business. Vendors choosing to sell direct can present opportunities for distribution. As such, distributors can offer logistics, fulfillment, and marketing services, as well as provide third-party products to suppliers in a fee-based supply chain services model. Other suppliers are pursuing strategies to outsource functions such as logistics, order management, and technical support to supply chain partners as they look to minimize costs and investments in distribution center assets and focus on their core competencies in manufacturing, product development, and/or marketing. Suppliers also outsource these functions to enhance their responsiveness in the supply chain, reduce their inventory carrying costs, and better respond to customer demand. Resellers provide opportunities, as well. Retailers and Internet resellers are seeking fulfillment services, inventory management, reverse logistics, and other supply chain services that do not necessarily require a traditional distribution model. In summary, distributors continue to evolve their business models to meet customers' needs (both suppliers and resellers) through provision of fee-for-services programs while maintaining an efficient and low-cost means of delivery for technology hardware, software, and services.

Company Strengths

We believe that the current IT industry environment generally favors large, financially sound distributors that have large product portfolios, economies of scale, strong business partner relationships and wide geographic reach. We believe that the following strengths enable us to further enhance our leadership position in the IT distribution industry and generate sustainable, profitable growth.

- ***Global Market Reach.*** We are the largest IT distributor in the world, by net sales, and believe that we are the market share leader, by net sales, in North America, Asia-Pacific, and Latin America and a strong number two in Europe. Ingram Micro is the only global full-line distributor with operations in the Asia-Pacific region. Our broad global footprint enables us to serve our resellers and suppliers with our extensive sales and distribution network while mitigating the risks inherent in individual markets.

  We have local sales offices and/or Ingram Micro sales representatives in 34 countries, and sell our products and services to resellers in more than 140 countries. We have local sales offices and/or Ingram Micro sales representatives in North America (United States and Canada), Europe (Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Italy, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, and United Kingdom), Asia-Pacific (Australia, Bangladesh, the People's Republic of China including Hong Kong, India, Indonesia, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, and Thailand), and Latin America (Argentina, Brazil, Chile, Mexico, and Peru). We have sales agents, parties who act on our behalf, or primary supplier relationships with independent third parties in Costa Rica, Dominican Republic, Ecuador, Guatemala, and Trinidad/ Tobago. Additionally, we serve markets where we do not have an in-country presence through our various sales offices, including our general telesales operations in various geographies.

  As of December 31, 2005, we had 89 distribution centers worldwide. We offer our more than 1,300 suppliers access to a global customer base of over 160,000 resellers of various categories including value-added resellers ("VARs"), corporate resellers, direct marketers, retailers, Internet-based resellers, and government and education resellers.

  For a discussion of our geographic reporting segments, see "Item 8. Financial Statements and Supplemental Data." For a discussion of foreign exchange risks relating to our international operations, see "Item 7A. Quantitative and Qualitative Disclosures about Market Risk."

- ***Business Diversification***.

  - ***Products.*** In addition to our extensive market reach, our broad base of products allows us to better serve our customers as well as mitigate risk. Based on publicly available information, we believe we offer the largest breadth of products in the IT industry. We continuously focus on refreshing our business with new, high-potential products and services. Our recent entry into several adjacent product segments demonstrates this commitment. Our acquisition of certain assets of Nimax in 2004 established a foothold in the growing AIDC/ POS solutions market. During 2005, we acquired certain assets of AVAD, which is the leading distributor for solution providers and custom installers serving the home automation and entertainment market in the United States. The custom installer market represents one of the fastest growing and most profitable segments of consumer electronics ("CE"). To complement this effort, we are pursuing new relationships with CE manufacturers to bring new lines of converging technologies to solution providers, direct marketers, e-tailers, and retailers on a global basis. Recognizing the heightened demand for real-time, broadly available communications for consumers and businesses, we continue to focus on expansion of our global reach in the mobile convergence market.

- ***Services.*** In addition to a broad range of products we offer through our traditional distribution model, we provide supply chain solutions tailored to accommodate the needs of both product manufacturers as well as online and traditional retail businesses who are focused on increasing supply chain efficiencies, lowering overhead costs, and maximizing profits. We help our supply chain clients deliver products to key customers and new markets on a fee-for-service basis, leveraging over 20 years of experience in our core distribution activities. Services vary depending on customer requirements and can include end-to-end order management and fulfillment, warehousing and storage, reverse logistics, transportation management, and customer care.

- ***Customers.*** Our focus on diversification extends to the wide-ranging customers we serve. In each of our regions we sell to a diverse group of customer segments. We try to limit exposure to the impact of business fluctuations by maintaining a balance in the customer types we serve. This diversification strategy has been enhanced with our additional focus on AIDC/ POS, CE, and mobility products, which offer new customer segments for our products. We target market segments that provide growth opportunities for existing customers and vendors. The small-to-medium sized business ("SMB") customer segment is generally one of the largest segments of the IT market in terms of revenue, and typically provides higher gross margins for distributors. SMB customers tend to upgrade or add systems often and employ VARs and other service providers for technology solutions in lieu of using an in-house IT staff. The needs of SMB resellers in serving the highly fragmented SMB end-user market are well addressed by our distribution model. Our programs and services are geared to add value to VARs in a number of ways. We serve VARs with a complete "go-to-market" approach to a VAR's business, including sales, marketing and technical support, with special focus on the integration of field engineers, training, solutions development, as well as expanding their end-user reach. We also continue to develop solutions and services for our broad base of government and education resellers.

- ***Strong Working Capital Management and Financial Position.*** We have consistently demonstrated strong working capital management in both positive and difficult economic conditions. In particular, we have maintained a strong focus on optimizing our investment in inventory, while preserving customer fill rates and service levels. We significantly reduced our inventory days on hand, and have maintained a stable range for five years as a result of our focused and sustainable initiatives towards minimizing excess and obsolete goods while improving buying patterns on our product flow. Furthermore, we continue to manage our accounts receivable generally through collections, credit limit setting, customer terms and process efficiencies to minimize our working capital requirements. Our business process improvement programs have also resulted in improving profitability and higher returns on invested capital, while providing us with a solid foundation for growth. Based on the strength of our consolidated balance sheet and improving profit trends, we also believe that we are well positioned to support our growth initiatives in our core business and invest in incremental profitable growth opportunities. Finally, we believe our solid financial position provides us with a competitive advantage as a reliable, long-term business partner for our supplier and reseller partners.

- ***Competitive Differentiation through Superior Execution.*** We are committed to enhancing customer loyalty and share of business by continually strengthening our value proposition. Through our understanding and fulfillment of the needs of our reseller and supplier partners, we provide our customers with the supply chain tools they require to increase the efficiency of their operations, enabling them to minimize inventory levels, improve customer delivery, and enhance profitability. We provide business information to our customers, suppliers, and end-users by leveraging our information systems. We give resellers, and in some cases their customers, real-time access to our product inventory data. By providing improved visibility to all participants in the supply chain, we allow inventory levels throughout the channel to more closely reflect end-user demand. This information flow enables our superior execution and our ability to provide favorable order fill rates to our customers around the world while optimizing our investment in working capital.

Our commitment to outperform our peers in all geographies through superior execution and a customer-centric focus has been widely recognized throughout the IT industry, as evidenced by a number of awards received by Ingram Micro during 2005. In the United States, we were named the Best Performing Distributor in Performance, Logistics and Products by *Computer Reseller News*' most recent "Sourcing Study — Top 50 Preferred Sources." Trade magazines in other regions have also awarded many of our regional operations with a variety of honors. For example, Ingram Micro Germany was named in the top ten of "Germany's Best Employers" within the 501-5000 associates segment by *Capital* magazine and won seven of eight categories in the "Channel Champion Study," by *Computer Partner. Computer Reseller News Brazil* recognized our Brazilian operation as Preferred Distributor in twenty-eight categories. Our vendors have recognized our efforts, as well. For example, for the third year in a row, IBM's Personal Computing Division recognized Ingram Micro for being its top distribution partner for the Americas and for achieving the leading market share position in the United States at the annual IBM Partnerworld conference in March 2005. Concurrently, Tech Pacific Ltd., acquired by Ingram Micro in November 2004, was recognized with an IBM Beacon award for the company's success in delivering the right IBM products, solutions and services to the Asia-Pacific marketplace and keeping customer satisfaction and value high.

- ***Continuous Focus on Optimizing Productivity.*** We are constantly seeking ways to improve our operations by enhancing our capabilities while reducing costs to provide an efficient flow of products and services. For example, during 2005, we launched an outsourcing and optimization plan to significantly improve operating efficiencies and realign and consolidate select business operations in North America. A key component of the plan is an outsourcing arrangement to create a more variable cost structure by outsourcing transaction-oriented service and support functions to lower-cost geographies outside North America and realigning and consolidating key customer-facing teams for a closer working relationship within Ingram Micro's North America locations.

  We leverage our IT systems and warehouse locations to support custom shipment requirements, and by optimizing delivery methodologies, we deliver faster, while reducing shipping costs. We remain focused on ensuring that our catalog includes the products most desired by our customers, optimizing inventory management, realizing higher margin opportunities, and developing merchandising and pricing strategies that produce enhanced business results. We continue to drive productivity gains through employing the Six Sigma methodology globally.

Customers

Our reseller customers are distinguished by the end-user market they serve, such as large corporate accounts, mid-market, SMBs, or home users, and by the level of value they add to the basic products they sell. They include VARs, corporate resellers, systems integrators, direct marketers, Internet-based resellers, independent dealers, reseller purchasing associations, PC assemblers, and CE retailers. Many of our reseller customers are heavily dependent on distribution partners with the necessary systems, capital, inventory availability, and distribution facilities in place to provide fulfillment and other services.

We conduct business with most of the leading resellers of IT products and services around the world. Our recent entry into the AIDC/ POS market and expansion in the CE market have generated opportunities to expand sales in our current customer reseller base, as well as add new reseller customers. In most cases, we have resale contracts with our reseller customers that are terminable at will after a reasonable notice period with no minimum purchase requirements. We also have specific agreements in place with certain manufacturers and resellers to provide supply chain management services such as order management, logistics management, configuration management, and procurement management services. In cases where we do have contracts, either party without cause can terminate them on reasonable notice. The service offerings we provide to our customers are discussed further below under “Services.” Our business is not substantially dependent on any of these distribution or supply chain services contracts.

Sales and Marketing

We employ sales representatives worldwide who assist resellers with product and solution specifications, system configuration, new product/service introductions, pricing, and availability.

Our product management and marketing groups also promote our sales growth, create demand for our suppliers’ products and services, enable the launch of new products, and facilitate customer contact. For example, our marketing programs are tailored to meet specific supplier and reseller customer needs. These needs are met through a wide offering of services by our in-house marketing organizations, including advertising, direct mail campaigns, market research, on-line marketing, retail programs, sales promotions, training, solutions marketing, and assistance with trade shows and other events.

Products

We distribute and market hundreds of thousands of IT products worldwide from the industry’s premier computer hardware suppliers, networking equipment suppliers, and software publishers worldwide. Product assortments vary by market, and the suppliers’ relative contribution to our sales also varies from country to country. On a worldwide basis, our revenue mix by product category has remained relatively stable over the past several years, although it may fluctuate between and within different operating regions. Over the past several years, our product category revenues on a consolidated basis have generally been within the following ranges:

- ***Networking:*** *10-15%*
- ***Software:*** *15-20%*
- ***Systems:*** *24-29%*
- ***Peripherals and Other:*** *40-45%*

Networking. Our networking category includes networking hardware, communication products and network security. Networking hardware includes switches, hubs, routers, wireless local area networks, wireless wide area networks, network interface cards, cellular data cards, network-attached storage and storage area networks. Communication products incorporate Voice Over Internet Protocol communications, modems, phone systems and video/audio conferencing. Network security hardware includes firewalls, Virtual Private Networks, intrusion detection, and authentication devices and appliances.

Software. We define our software category as a broad variety of applications containing computer instructions or data that can be stored electronically. We offer a variety of software products, such as business application software, operating system software, entertainment software, middleware, developer software tools, security software (firewalls, intrusion detection, and encryption) and storage software.

Systems. We define our systems category as self-standing computer systems capable of functioning independently. We offer a variety of systems, such as servers, desktops, portable personal computers, tablet personal computers, and personal digital assistants.

Peripherals and Others. We offer a variety of peripherals products, including printers, scanners, displays, projectors, monitors, panels, mass storage, and tape. We also include other products and services in this category, including components (processors, motherboards, hard drives, and memory), supplies and accessories (ink and toner supplies, paper, carrying cases, and anti-glare screens), CE products (cell phones, digital cameras, digital video disc players, game consoles, and televisions), and services (such as installation services, professional services, service provider and carrier services, warranties and support, configuration and assembly, packaged services, and mobile communication services).

Services

We offer fee-based supply chain services to suppliers and customers desiring to outsource specific supply chain functions through our Ingram Micro Logistics division in North America and existing business units in other regions. We collect membership and usage fees from members of our North American-based VentureTech Network (a group of 500 SMB-focused resellers) and Ingram Micro Services Network (a professional and technical services platform for 725 VARs). Other services from which we generate revenues include marketing services, market research, and business intelligence services, among others.

Although services represent one of the initiatives of our long-term strategy, they have contributed less than 10% of our revenues in the past and may not reach that level in the near term.

Suppliers

Our worldwide suppliers include leading computer hardware suppliers, networking equipment suppliers, and software publishers such as Acer; Adobe; Advanced Micro Devices Inc.; Canon USA, Inc.; Computer Associates; Epson; Hewlett-Packard; IBM; InFocus; Intel; Juniper Networks; Kingston Technology; Lenovo; Lexmark; Maxtor; Microsoft; NEC Display Solutions; Palm; Philips; Samsung; Seagate; Symantec; Toshiba; ViewSonic Corporation; Western Digital; and Xerox. We sell products purchased from many vendors, but generated approximately 23%, 22%, and 24% of our net sales in fiscal years 2005, 2004 and 2003, respectively, from products purchased from Hewlett-Packard. There were no other vendors that represented 10% or more of our net sales in each of the last three years.

Our suppliers generally warrant the products we distribute and allow returns of defective products, including those returned to us by our customers. We do not independently warrant the products we distribute; however, local laws might impose warranty obligations upon distributors (such as in the case of supplier liquidation). We do warrant services, products that we build-to-order from components purchased from other sources, and own branded products. Provision for estimated warranty costs is recorded at the time of sale and periodically adjusted to reflect actual experience. Historically, warranty expense has not been material.

We have written distribution agreements with many of our suppliers; however, these agreements usually provide for nonexclusive distribution rights and often include territorial restrictions that limit the countries in which we can distribute the products. The agreements also are generally short term, subject to periodic renewal, and often contain provisions permitting termination by either party without cause upon relatively short notice. Certain distribution agreements either require (at our option) or allow for the repurchase of inventory upon termination of the agreement. For those agreements where inventory returns upon termination are not required, in practice many suppliers will elect to repurchase the inventory while other suppliers will either assist with liquidation or resale of the inventory.

Competition

We operate in a highly competitive environment, both in the United States and internationally. The IT products and services distribution industry is characterized by intense competition, based primarily on:

- ability to tailor specific solutions to customer needs;
- availability of technical and product information;
- credit terms and availability;
- effectiveness of sales and marketing programs;
- price;
- products and services availability;

- quality and breadth of product lines and services; and
- speed and accuracy of delivery.

We believe we compete favorably with respect to each of these factors.

We compete in North America against full-line distributors such as Tech Data and Synnex Corporation as well as specialty distributors in different product areas, such as eSys, ScanSource and D&H Distributing. A more fragmented distribution channel characterizes markets outside North America, which represent over half of the IT industry's sales; however, consolidation has taken place in these markets, as well. We believe that suppliers and resellers pursuing global strategies continue to seek distributors with global sales and support capabilities.

We compete internationally with a variety of national and regional distributors. The European distribution landscape is highly fragmented, with market share spread among many regional and local competitors such as Actebis and Esprinet, and international distributors such as eSys, Tech Data, and Westcon/Comstor. In the Asia-Pacific market, we face competition from global, regional, and local competitors including Arrow, Avnet, Digital China, ECS, eSys, and Synnex Technology International. In Latin America, we compete with international and local distributors such as Tech Data, Intcomex, Synnex Corporation and Bell Microproducts.

The evolving direct-sales relationships between manufacturers, resellers, and end-users continue to introduce change into our competitive landscape. We compete, in some cases, with hardware suppliers and software publishers that sell directly to reseller customers and end-users. However, we may become a business partner to these companies by providing supply chain services optimized for the IT market. Additionally, as consolidation occurs among certain reseller segments and customers gain market share and build capabilities similar to ours, certain resellers, such as direct marketers, can become competitors for us. As some manufacturer and reseller customers move their back-room operations to distribution partners, outsourcing and value-added services may be areas of opportunity. Many of our suppliers and reseller customers are looking to outsourcing partners to perform back-room operations. There has been an accelerated movement among transportation and logistics companies to provide many of these fulfillment and e-commerce supply chain services. Within this arena, we face competition from major transportation and logistics suppliers such as DHL, Menlo, and UPS Supply Chain Solutions; electronic manufacturing services providers such as Solectron and Flextronics; and media companies such as Technicolor.

We are constantly seeking to expand our business into areas closely related to our core IT products and services distribution business. As we enter new business areas, including value-added services, we may encounter increased competition from current competitors and/or from new competitors, some of which may be our current customers. Application service providers constitute a relatively new channel for suppliers to remotely deliver software applications to end-users. Telephone companies also represent competition for us when they offer bundled broadband and equipment solutions directly to end-customers.

Asset Management

We seek to maintain sufficient quantities of product inventories to achieve optimum order fill rates. Our business, like that of other distributors, is subject to the risk that the value of our inventory will be affected adversely by suppliers' price reductions or by technological changes affecting the usefulness or desirability of the products comprising the inventory. It is the policy of many suppliers of IT products to offer distributors like us, who purchase directly from them, limited protection from the loss in value of inventory due to technological change or a supplier's price reductions. Under many of these agreements, the distributor is restricted to a designated period of time in which products may be returned for credit or exchanged for other products or during which price protection credits may be claimed. We take various actions, including monitoring our inventory levels and controlling the timing of purchases, to maximize our protection under supplier programs and reduce our inventory risk. However, no assurance can be given that current protective terms and conditions will continue or that they will adequately protect us against declines in inventory value, or that they will not be revised in such a manner as to adversely impact our ability to obtain price protection.

In addition, suppliers may become insolvent and unable to fulfill their protection obligations to us. We are subject to the risk that our inventory values may decline and protective terms under supplier agreements may not adequately cover the decline in values. In addition, we distribute a small amount of private label products for which price protection is not customarily contractually available, for which we do not normally enjoy return rights, and for which we bear certain increased risks. We manage these risks through pricing and continual monitoring of existing inventory levels relative to customer demand. On an ongoing basis, we reserve for excess and obsolete inventories and these reserves are appropriately utilized for liquidation of such inventories, reflecting our forecasts of future demand and market conditions.

Inventory levels may vary from period to period, due, in part, to the addition of new suppliers or new lines with current suppliers and strategic purchases of inventory. In addition, payment terms with inventory suppliers may vary from time to time, and could result in fewer inventories being financed by suppliers and a greater amount of inventory being financed by our capital.

Trademarks and Service Marks

We own or are the licensee of various trademarks and service marks, including, among others, “Ingram Micro,” the Ingram Micro logo, “V7” (Video Seven), “VentureTech Network,” “Nimax,” and “AVAD.” Certain of these marks are registered, or are in the process of being registered, in the United States and various other countries. Even though our marks may not be registered in every country where we conduct business, in many cases we have acquired rights in those marks because of our continued use of them.

Employees

As of December 31, 2005, we employed approximately 13,000 associates (as measured on a full-time equivalent basis). Certain of our operations in Europe and Latin America are subject to syndicates, collective bargaining or similar arrangements. Our success depends on the talent and dedication of our associates, and we strive to attract, hire, develop, and retain outstanding associates. We have a process for continuously measuring the status of associate success and responding to associate priorities. We believe that our relationships with our associates are generally good.

Available Information

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended. We therefore file periodic reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”). Such reports may be obtained by visiting the Public Reference Room of the SEC at 100 F Street, NE, Washington, D.C. 20549. Information on the operation of the Public Reference Room can be obtained by calling the SEC at (800) SEC-0330. In addition, the SEC maintains an Internet site (www.sec.gov) that contains reports, proxy and information statements and other information.

Financial and other information can also be accessed through our website at *www.ingrammicro.com.* There, we make available, free of charge, copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the SEC. The information posted on our website is not incorporated into this Annual Report on Form 10-K.

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EXECUTIVE OFFICERS OF THE COMPANY

The following table lists the executive officers of Ingram Micro as of January 20, 2006.

Name	Age	Position
Gregory M.E. Spierkel	49	Chief Executive Officer
Kevin M. Murai	42	President and Chief Operating Officer
Keith W. F. Bradley	42	Executive Vice President and President, Ingram Micro North America
William D. Humes	41	Executive Vice President and Chief Financial Officer
Henri T. Koppen	63	Executive Vice President and President, Ingram Micro Europe
Alain Monié	55	Executive Vice President and President, Ingram Micro Asia-Pacific
Larry C. Boyd	53	Senior Vice President, Secretary and General Counsel
Alain Maquet	53	Senior Vice President and President, Ingram Micro Latin America
Karen E. Salem	44	Senior Vice President and Chief Information Officer
Matthew A. Sauer	58	Senior Vice President, Human Resources
Ria M. Carlson	44	Corporate Vice President, Strategy and Communications
James F. Ricketts	58	Corporate Vice President and Treasurer

Gregory M.E. Spierkel. Mr. Spierkel, age 49, has been our chief executive officer since June 2005. He previously served as president from March 2004 to June 2005, as executive vice president and president of Ingram Micro Europe from June 1999 to March 2004, and as senior vice president and president of Ingram Micro Asia-Pacific from July 1997 to June 1999. Prior to joining Ingram Micro, Mr. Spierkel was vice president of global sales and marketing at Mitel Inc., a manufacturer of telecommunications and semiconductor products, from March 1996 to June 1997 and was president of North America at Mitel from April 1992 to March 1996.

Kevin M. Murai. Mr. Murai, age 42, has been our president and chief operating officer since June 2005. He previously served as our president from March 2004 to June 2005, as executive vice president and president of Ingram Micro North America from January 2002 to March 2004, as executive vice president and president of Ingram Micro U.S. from January 2000 to December 2001, as senior vice president and president of Ingram Micro Canada from December 1997 to January 2000, and vice president of operations for Ingram Micro Canada from January 1993 to December 1997.

Keith W.F. Bradley. Mr. Bradley, age 42, has been our executive vice president and president of Ingram Micro North America since January 2005. He previously served as interim president and senior vice president and chief financial officer of Ingram Micro North America from June 2004 to January 2005, and as the region's senior vice president and chief financial officer from January 2003 to May 2004. Prior to joining Ingram Micro in February 2000 as vice president and controller for the Company's United States operations, Mr. Bradley was vice president and global controller of The Disney Stores, a subsidiary of Walt Disney Company, and an auditor and consultant with Price Waterhouse in the United Kingdom, United Arab Emirates and the United States.

William D. Humes. Mr. Humes, age 41, has been our executive vice president and chief financial officer since April 2005. Mr. Humes served as senior vice president and chief financial officer designee from October 2004 to March 2005, corporate vice president and controller from February 2004 to October 2004, vice president, corporate controller from February 2002 to February 2004 and senior director, worldwide financial planning, reporting and accounting from September 1998 to February 2002. Prior to joining Ingram Micro, Mr. Humes was a senior audit manager at PricewaterhouseCoopers.

Henri T. Koppen. Mr. Koppen, age 63, has been our executive vice president and president of Ingram Micro Europe since March 2004. Mr. Koppen served as our executive vice president from January 2004 to March 2004, as executive vice president and president of Ingram Micro Asia-Pacific from February 2002 to December 2003, and served as senior vice president and president of Ingram Micro Asia-Pacific, from March 2000 through January 2002. He previously served as senior vice president and president of Ingram Micro Latin America from January 1998 to March 2000. Prior to joining Ingram Micro, Mr. Koppen served as president, Latin America, for General Electric Capital IT Solutions, a systems integrator/reseller company, from July 1996 to December 1997 and vice president, Latin America, for Ameridata Global Inc., a systems integrator/reseller company, from May 1995 to July 1996.

Alain Monié. Mr. Monié, age 55, has been our executive vice president and president of Ingram Micro Asia-Pacific since January 2004. He joined Ingram Micro as executive vice president in January 2003. Previously, Mr. Monié was an international executive consultant with aerospace and defense corporations from September 2002 to January 2003. Mr. Monié also served as president of the Latin American division of Honeywell International from January 2000 to August 2002. He joined Honeywell following its merger with Allied Signal Inc., where he built a 17-year career on three continents, progressing from a regional sales manager to head of Asia-Pacific operations from October 1997 to December 1999. Mr. Monié was elected to the Board of Directors of Jones Lang LaSalle Incorporated in October 2005.

Larry C. Boyd. Mr. Boyd, age 53, has been our senior vice president, secretary and general counsel since March 2004. He previously served as senior vice president, U.S. legal services, for Ingram Micro North America from January 2000 to January 2004. Prior to joining Ingram Micro, he was a partner with the law firm of Gibson, Dunn & Crutcher from January 1985 to December 1999.

Alain Maquet. Mr. Maquet, age 53, has been our senior vice president and president of Ingram Micro Latin America since March 2005. Mr. Maquet served as our senior vice president, southern and western Europe from January 2001 to February 2004. Mr. Maquet joined Ingram Micro in 1993 as the managing director of France and had added additional countries to his responsibilities over the years. His career spans 30 years, 23 of which are in the technology industry, and he co-started an IT distribution company before joining Ingram Micro.

Karen E. Salem. Ms. Salem, age 44, has been our senior vice president and chief information officer since February 2005. Prior to joining Ingram Micro, Ms. Salem served as senior vice president and chief information officer of Winn-Dixie Stores, Inc., a grocery retailer from September 2002 to February 2005. Ms. Salem was previously senior vice president and chief information officer of Corning Cable Systems, a fiber optic cable/equipment manufacturer, from September 2000 to September 2002. From August 1999 to September 2000, Ms. Salem was chief information officer for AFC Enterprises, Inc., a company of four entities: Church’s Chicken and Biscuits, Popeye’s Chicken, Cinnabon and Seattle’s Best Coffee.

Matthew A. Sauer. Mr. Sauer, age 58, has been our senior vice president of human resources since February 2003. He joined Ingram Micro in October 1996 as vice president of human resources and was promoted in September 1999 to corporate vice president of human resources strategies and processes.

Ria M. Carlson. Ms. Carlson, age 44, has been our corporate vice president, strategy & communications, since April 2005. She previously served as vice president, investor relations & corporate communications from March 2001 through March 2005. Before joining Ingram Micro, Ms. Carlson served as vice president, communications and investor relations for Equity Marketing, Inc., an international toy and promotions company, from 1999-2001, vice president, public and investor relations for Sierra Health Services, Inc., from 1996-1999, and associate vice president, corporate communications for FHP International Corporation, a health care organization, from 1989 to 1996.

James F. Ricketts. Mr. Ricketts, age 58, has been our corporate vice president and treasurer since April 1999. He joined Ingram Micro in September 1996 as vice president and treasurer. Prior to joining Ingram Micro, Mr. Ricketts served as treasurer of Sundstrand Corporation, a manufacturer of aerospace and related technology products, from February 1992 to September 1996.

ITEM 1A. *RISK FACTORS*

CAUTIONARY STATEMENTS FOR PURPOSES OF THE "SAFE HARBOR" PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

The Private Securities Litigation Reform Act of 1995 (the "Act") provides a "safe harbor" for "forward-looking statements" to encourage companies to provide prospective information, so long as such information is identified as forward-looking and is accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those discussed in the forward-looking statement(s). Ingram Micro desires to take advantage of the safe harbor provisions of the Act.

Our Annual Report on Form 10-K for the year ended December 31, 2005, our quarterly reports on Form 10-Q, our current reports on Form 8-K, periodic press releases, as well as other public documents and statements, may contain forward-looking statements within the meaning of the Act, including, but not limited to, management's expectations for process improvement; competition; revenues, expenses and other operating results or ratios; economic conditions; liquidity; capital requirements; and exchange rate fluctuations. Forward-looking statements also include any statement that may predict, forecast, indicate or imply future results, performance, or achievements. Forward-looking statements can be identified by the use of terminology such as "believe," "anticipate," "expect," "estimate," "may," "will," "should," "project," "continue," "plans," "aims," "intends," "likely," or other similar words or phrases.

We disclaim any duty to update any forward-looking statements. In addition, our representatives participate from time to time in:

- speeches and calls with market analysts,
- conferences, meetings and calls with investors and potential investors in our securities, and
- other meetings and conferences.

Some of the information presented in these calls, meetings and conferences may be forward-looking within the meaning of the Act.

Our actual results could differ materially from those projected in forward-looking statements made by or on behalf of Ingram Micro. In this regard, from time to time, we have failed to meet consensus analyst earnings estimates. In future quarters, our operating results may be below the expectations of public market analysts or investors. The following factors (in addition to other possible factors not listed) could affect our actual results and cause these results to differ materially from past results or from the results contemplated in forward-looking statements made by us or on our behalf. Because of our narrow gross margins, the impact of the risk factors stated below may magnify the impact on our operating results and financial condition.

We continue to experience intense competition across all markets for our products and services. Our competitors include regional, national, and international distributors, as well as suppliers that employ a direct-sales model. As a result of intense price competition in the IT products and services distribution industry, our gross margins have historically been narrow and we expect them to continue to be narrow in the future. In addition, when there is overcapacity in our industry, our competitors may reduce their prices in response to this overcapacity. We offer no assurance that we will not lose market share, or that we will not be forced in the future to reduce our prices in response to the actions of our competitors and thereby experience a further reduction in our gross margins. Furthermore, to remain competitive we may be forced to offer more credit or extended payment terms to our customers. This could increase our required capital, financing costs, and the amount of our bad debt expenses. We have also initiated and expect to continue to initiate other business activities and may face competition from companies with more experience and/or from new entries in those new markets. As we enter new business areas, we may encounter increased competition from current competitors and/or from new competitors, some of which may be our current customers or suppliers, which may negatively impact our sales or profitability.

We have made and expect to continue to make investments in new business strategies and initiatives, including acquisitions, which could disrupt our business and have an adverse effect on our operating results. We have invested and may invest in the future in new business strategies or engage in acquisitions that complement our strategic direction. Such endeavors may involve significant risks and uncertainties, including distraction of management's attention away from normal business operations; insufficient revenue generation to offset liabilities assumed and expenses associated with the strategy; difficulty in the integration of new employees, business systems and technology; inability to adapt to challenges of a new market; exposure to new regulations; and issues not discovered in our due diligence process. These factors could adversely affect our operating results or financial condition.

We operate a global business that exposes us to risks associated with international activities. We have local sales offices and/or sales representatives in over 30 countries, and sell our products and services to resellers in more than 140 countries. A large portion of our revenue is derived from our international operations. As a result, our operating results and financial condition could be significantly affected by risks associated with international activities, including trade protection laws, policies and measures; tariffs; export license requirements; economic and labor conditions; political or social unrest; economic instability or natural disasters in a specific country or region, such as hurricanes and tsunamis; environmental and trade protection measures and other regulatory requirements; health or similar issues such as the outbreak of the avian flu; tax laws (including U.S. taxes on foreign subsidiaries); difficulties in staffing and managing international operations; and changes in the value of the U.S. dollar versus the local currency in which the products are sold and goods and services are purchased, including devaluation and revaluation of local currency. We manage our exposure to fluctuations in the value of currencies and interest rates using a variety of financial instruments. However, we may not be able to adequately mitigate all foreign currency related risks.

We are dependent on a variety of information systems and a failure of these systems as well as infrastructure could disrupt our business and harm our reputation and net sales. We depend on a variety of information systems for our operations, particularly our centralized IMpulse information processing system, which supports operational functions that include inventory management, order processing, shipping, receiving, and accounting. At the core of IMpulse is on-line, real-time distribution software, which supports basic order entry and processing and customers' shipments and returns. Although we have not in the past experienced material system-wide failures or downtime of IMpulse or any of our other information systems, we have experienced failures in IMpulse in certain specific geographies. Failures or significant downtime for IMpulse could prevent us from taking customer orders, printing product pick-lists, and/or shipping product. It could also prevent customers from accessing our price and product availability information. From time to time we may acquire other businesses having information systems and records, which may be converted and integrated into IMpulse or other Ingram Micro information systems. This can be a lengthy and expensive process that results in a material diversion of resources from other operations. In addition, because IMpulse is comprised of a number of legacy, internally developed applications, it can be harder to upgrade, and may not be adaptable to commercially available software. Particularly as our needs or technology in general evolve, we may experience greater than acceptable difficulty or cost in upgrading IMpulse, or we may be required to replace IMpulse entirely.

We also rely on the Internet for a significant percentage of our orders and information exchanges with our customers. The Internet and individual websites have experienced a number of disruptions and slowdowns, some of which were caused by organized attacks. In addition, some websites have experienced security breakdowns. To date, our website has not experienced any material breakdowns, disruptions or breaches in security; however, we cannot assure that this will not occur in the future. If we were to experience a security breakdown, disruption or breach that compromised sensitive information, this could harm our relationship with our customers or suppliers. Disruption of our website or the Internet in general could impair our order processing or more generally prevent our customers and suppliers from accessing information. This could cause us to lose business.

We believe that customer information systems and product ordering and delivery systems, including Internet-based systems, are becoming increasingly important in the distribution of technology products and services. As a result, we are continually enhancing our customer information systems by adding new features, including on-line ordering through the Internet. However, we offer no assurance that competitors will not develop superior customer information systems or that we will be able to meet evolving market requirements by upgrading our current systems at a reasonable cost, or at all. Our inability to develop competitive customer information systems or upgrade our current systems could cause our business and market share to suffer.

Terminations of a supply or services agreement or a significant change in supplier terms or conditions of sale could negatively affect our operating margins, revenue or the level of capital required to fund our operations. A significant percentage of our net sales relates to products sold to us by relatively few suppliers or publishers. As a result of such concentration risk, terminations of supply or services agreements or a significant change in the terms or conditions of sale from one or more of our partners could negatively affect our operating margins, revenues or the level of capital required to fund our operations. Our suppliers have the ability to make, and in the past have made, rapid and significantly adverse changes in their sales terms and conditions, such as reducing the amount of price protection and return rights as well as reducing the level of purchase discounts and rebates they make available to us. In most cases, we have no guaranteed price or delivery agreements with suppliers. In certain product categories, such as systems, limited price protection or return rights offered by suppliers may have a bearing on the amount of product we may be willing to stock. We expect restrictive supplier terms and conditions to continue in the foreseeable future. Our inability to pass through to our reseller customers the impact of these changes, as well as our failure to develop systems to manage ongoing supplier pass-through programs, could cause us to record inventory write-downs or other losses and could have a material negative impact on our gross margins.

We receive purchase discounts and rebates from suppliers based on various factors, including sales or purchase volume and breadth of customers. These purchase discounts and rebates may affect gross margins. Many purchase discounts from suppliers are based on percentage increases in sales of products. Our operating results could be negatively impacted if these rebates or discounts are reduced or eliminated or if our vendors significantly increase the complexity of process and costs for us to receive such rebates.

Our ability to obtain particular products or product lines in the required quantities and to fulfill customer orders on a timely basis is critical to our success. The IT industry experiences significant product supply shortages and customer order backlogs from time to time due to the inability of certain suppliers to supply certain products on a timely basis. As a result, we have experienced, and may in the future continue to experience, short-term shortages of specific products. In addition, suppliers who currently distribute their products through us may decide to distribute, or to substantially increase their existing distribution, through other distributors, their own dealer networks, or directly to resellers or end-users. If suppliers are not able to provide us with an adequate supply of products to fulfill our customer orders on a timely basis or we cannot otherwise obtain particular products or a product line or suppliers substantially increase their existing distribution through other distributors, their own dealer networks, or directly to resellers, our reputation, sales and profitability may suffer.

Changes in, or interpretations of, tax rules and regulations may adversely affect our effective tax rates and operating margins and we may be required to pay additional tax assessments. Unanticipated changes in our tax rates could affect our future results of operations. Our future effective tax rates and operating margins could be unfavorably affected by changes in tax laws or the interpretation of tax laws, by unanticipated decreases in the amount of revenue or earnings in countries in low statutory tax rates, or by changes in the valuation of our deferred tax assets and liabilities. In addition, we are subject to the continuous examination of our income tax returns by the Internal Revenue Service and other domestic and foreign tax authorities. We regularly assess the likelihood of outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. Any adverse outcome from these continuous examinations may have an adverse effect on our operating results and financial position.

During 2002 and 2003, one of our Latin American subsidiaries was audited by the Brazilian taxing authorities in relation to certain commercial taxes. As a result of this audit, the subsidiary received an assessment of 30.6 million Brazilian reais, including interest and penalties computed through December 31, 2005, or approximately $13.1 million at December 31, 2005, alleging these commercial taxes were not properly remitted for the subsidiary’s purchase of imported software during the period January through September

2002. The Brazilian taxing authorities may make similar claims for periods subsequent to September 2002. Additional assessments for periods subsequent to September 2002, if received, may be significant either individually or in the aggregate. It is management's opinion, based upon the opinions of outside legal counsel, that we have valid defenses to the assessment of these taxes on the purchase of imported software for the 2002 period at issue or any subsequent period. Although we are vigorously pursuing administrative and judicial action to challenge the assessment, no assurance can be given as to the ultimate outcome. An unfavorable resolution of this matter is not expected to have a material impact on our financial condition, but depending upon the time period and amounts involved it may have a material negative effect on our consolidated results of operations or cash flows.

We cannot predict what loss, if any, we might incur as a result of the SEC and U.S. Attorney's inquiries we have received. We received an informal inquiry from the SEC during the third quarter of 2004. The SEC's focus to date has been related to certain transactions with McAfee, Inc. (formerly Network Associates, Inc. or NAI) from 1998 through 2000. We also received subpoenas from the U.S. Attorney's office for the Northern District of California ("Department of Justice") in connection with its grand jury investigation of NAI, which seek information concerning these transactions. On January 4, 2006, McAfee and the SEC made public the terms of a settlement they had reached with respect to McAfee. We continue to cooperate fully with the SEC and the Department of Justice in their inquiries. We are engaged in discussions with the SEC toward a possible resolution of matters concerning these NAI-related transactions. We cannot predict with certainty the outcome of these discussions, nor their timing, nor can we reasonably estimate the amount of any loss or range of loss that might be incurred as a result of the resolution of these matters with the SEC and the Department of Justice. Such amounts may be material to our consolidated results of operations or cash flows.

We may incur material litigation, regulatory or operational costs or expenses, and may be frustrated in our marketing efforts, as a result of new environmental regulations or private intellectual property enforcement disputes. We may already operate in or expand into markets which could subject us to environmental laws that may have a material adverse effect on our business, including the European Union Waste Electrical and Electronic Equipment Directive as enacted by individual European Union countries and other similar legislation adopted in California, which make producers of electrical goods, including computers and printers, responsible for collection, recycling, treatment and disposal of recovered products. We may also be prohibited from marketing products, could be forced to market products without desirable features, or could incur substantial costs to defend legal actions, including where third parties claim that we or vendors who may have indemnified us are infringing upon their intellectual property rights. In recent years, individuals and groups have begun purchasing intellectual property assets for the sole purpose of making claims of infringement and attempting to extract settlements from target companies. Even if we believe that the claims are without merit, the claims can be time-consuming and costly to defend and divert management's attention and resources away from our business. Claims of intellectual property infringement also might require us to enter into costly settlement or pay costly damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling certain products. Even if we have an agreement to indemnify us against such costs, the indemnifying party may be unable or unwilling to uphold its contractual obligations to us.

If a downturn in economic conditions for the IT industry were to occur and continue for a long period of time, it would likely have an adverse impact on our business. The IT industry in general, and the IT products and services distribution industry in particular, experienced a severe downturn in demand for fiscal 2000 through most of fiscal 2003. This downturn resulted in a decline in our net sales and gross profit and impacted financial results of many of our customers and vendors. If another downturn were to occur, we may experience significant operating losses, elevated levels of obsolete inventory, and larger bad debt losses. We may not be able to adequately adjust our cost structure in a timely fashion to remain competitive, which may cause our profitability to suffer.

We have significant credit exposure to our reseller customers and negative trends in their businesses could cause us significant credit loss. As is customary in many industries, we extend credit to our reseller customers for a significant portion of our net sales. Resellers have a period of time, generally 30 to 60 days after date of invoice, to make payment. We are subject to the risk that our reseller customers will not pay for the products they have purchased. The risk that we may be unable to collect on receivables may increase if our reseller customers experience decreases in demand for their products and services or otherwise become less stable, due to adverse economic conditions. If there is a substantial deterioration in the collectibility of our receivables or if we cannot obtain credit insurance at reasonable rates, are unable to collect under existing credit insurance policies, or take other actions to adequately mitigate such credit risk, our earnings, cash flows and our ability to utilize receivable-based financing could deteriorate.

We are subject to the risk that our inventory values may decline and protective terms under supplier agreements may not adequately cover the decline in values. The IT products industry is subject to rapid technological change, new and enhanced product specification requirements, and evolving industry standards. These changes may cause inventory in stock to decline substantially in value or to become obsolete. It is the policy of many suppliers of IT products to offer distributors like us, who purchase directly from them, limited protection from the loss in value of inventory due to technological change or such suppliers' price reductions. For example, we can receive a credit from some suppliers for products, based upon the terms and conditions with those suppliers, in the event of a supplier price reduction. In addition, we have a limited right to return to some suppliers a certain percentage of purchases. These policies are often not embodied in written agreements and are subject to the discretion of the suppliers. As a result, these policies do not protect us in all cases from declines in inventory value. We offer no assurance that our price protection will continue, that unforeseen new product developments will not materially adversely affect us, or that we will successfully manage our existing and future inventories.

During an economic downturn, it is possible that prices will decline due to an oversupply of product, and therefore, there may be greater risk of declines in inventory value. If major suppliers decrease the availability of price protection to us, such a change in policy could lower our gross margins on products we sell or cause us to record inventory write-downs. We expect the restrictive supplier terms and conditions to continue for the foreseeable future. We are also exposed to inventory risk to the extent that supplier protections are not available on all products or quantities and are subject to time restrictions. In addition, suppliers may become insolvent and unable to fulfill their protection obligations to us.

Future terrorist or military actions could result in disruption to our operations or loss of assets in certain markets or globally. Future terrorist or military actions, in the U.S. or abroad, could result in destruction or seizure of assets or suspension or disruption of our operations. Additionally, such actions could affect the operations of our suppliers or customers, resulting in loss of access to products, potential losses on supplier programs, loss of business, higher losses on receivables or inventory, and/or other disruptions in our business, which could negatively affect our operating results. We do not carry broad insurance covering such terrorist or military actions, and even if we were to seek such coverage, the cost would likely be prohibitive.

Failure to retain and recruit key personnel would harm our ability to meet key objectives. Because of the nature of our business, which includes (but is not limited to) high volume of transactions, business complexity, wide geographical coverage, and broad scope of products, suppliers, and customers, we are dependent in large part on our ability to retain the services of our key management, sales, IT, operational, and finance personnel. Our continued success is also dependent upon our ability to retain and recruit other qualified employees, including highly skilled technical, managerial, and marketing personnel, to meet our needs. Competition for qualified personnel is intense. In addition, we have recently reduced our personnel in various geographies and functions through our restructuring and outsourcing activities. These reductions could negatively impact our relationships with our workforce, or make hiring other employees more difficult. We may not be successful in attracting and retaining the personnel we require, which could have a material adverse effect on our business. Additionally, changes in workforce, including government regulations, collective bargaining agreements or the availability of qualified personnel could disrupt operations or increase our operating cost structure.

We face a variety of risks with outsourcing arrangements. We have outsourced various transaction-oriented service and support functions to a leading global business process outsource provider outside the United States. We have also previously outsourced a significant portion of our IT infrastructure function to a third-party provider. We may outsource additional functions to third-party providers. Our reliance on third-party providers to provide service to our customers and suppliers and for our IT infrastructure requirements to support our business could result in significant disruptions and costs to our operations, including damaging our relationships with our suppliers and customers, if these third-party providers do not meet their obligations to adequately maintain an appropriate level of service for the outsourced functions or fail to adequately support our IT infrastructure requirements. As a result of our outsourcing activities, it may also be more difficult to recruit and retain qualified employees for our business needs.

Changes in our credit rating, or other market factors may increase our interest expense or other costs of capital, or capital may not be available to us on acceptable terms to fund our working capital needs. Our business requires significant levels of capital to finance accounts receivable and product inventory that is not financed by trade creditors. This is especially true when our business is expanding, including through acquisitions, but we still have substantial demand for capital even during periods of stagnant or declining net sales. In order to continue operating our business, we will continue to need access to capital, including debt financing. In addition, changes in payment terms with either suppliers or customers could increase our capital requirements. The capital we require may not be available on terms acceptable to us, or at all. Changes in our credit ratings, as well as macroeconomic factors such as fluctuations in interest rates or a general economic downturn, may restrict our ability to raise the necessary capital in adequate amounts or on terms acceptable to us, and the failure to do so could harm our ability to operate or expand our business.

Rapid changes in the operating environment for IT distributors have placed significant strain on our business, and we offer no assurance that our ability to manage future adverse industry trends will be successful. Dynamic changes in the industry have resulted in new and increased responsibilities for management personnel and have placed and continue to place a significant strain upon our management, operating and financial systems, and other resources. This strain may result in disruptions to our business and decreased revenues and profitability. In addition, we may not be able to attract or retain sufficient personnel to manage our operations through such dynamic changes. Even with sufficient personnel we cannot assure our ability to successfully manage future adverse industry trends. Also crucial to our success in managing our operations will be our ability to achieve additional economies of scale. Our failure to achieve these additional economies of scale could harm our profitability.

Changes in accounting rules could adversely affect our future operating results. Our financial statements are prepared in accordance with U.S. generally accepted accounting principles. These principles are subject to interpretation by various governing bodies, including the FASB and the SEC, who create and interpret appropriate accounting standards. A change from current accounting standards could have a significant adverse effect on our results of operations. In December 2004, the FASB issued new guidance that addresses the accounting for share-based payments, FAS No. 123R. In April 2005, the SEC deferred the effective date of FAS 123R to years beginning after June 15, 2005. Therefore, FAS 123R will be effective for the company beginning its first quarter of fiscal 2006. FAS 123R as amended requires compensation cost relating to all share-based payments to employees to be recognized in the financial statements based on their fair values. We currently expect the amount of share-based compensation expense included in operating expenses to be approximately $30 million in 2006.

Our quarterly results have fluctuated significantly. Our quarterly operating results have fluctuated significantly in the past and will likely continue to do so in the future as a result of:

- seasonal variations in the demand for our products and services such as lower demand in Europe during the summer months, worldwide pre-holiday stocking in the retail channel during the September-to-December period and the seasonal increase in demand for our North American fee-based logistics related services in the fourth quarter which affects our operating expenses and margins;
- competitive conditions in our industry, which may impact the prices charged and terms and conditions imposed by our suppliers and/or competitors and the prices we charge our customers, which in turn may negatively impact our revenues and/or gross margins;
- currency fluctuations in countries in which we operate;
- variations in our levels of excess inventory and doubtful accounts, and changes in the terms of vendor-sponsored programs such as price protection and return rights;

- changes in the level of our operating expenses;
- the impact of acquisitions we may make;
- the impact of and possible disruption caused by reorganization efforts, as well as the related expenses and/or charges;
- the loss or consolidation of one or more of our major suppliers or customers;
- product supply constraints;
- interest rate fluctuations, which may increase our borrowing costs and may influence the willingness of customers and end-users to purchase products and services; and
- general economic or geopolitical conditions.

These historical variations may not be indicative of future trends in the near term. Our narrow operating margins may magnify the impact of the foregoing factors on our operating results. We believe that you should not rely on period-to-period comparisons of our operating results as an indication of future performance. In addition, the results of any quarterly period are not indicative of results to be expected for a full fiscal year.

We are dependent on third-party shipping companies for the delivery of our products. We rely almost entirely on arrangements with third-party shipping companies for the delivery of our products. The termination of our arrangements with one or more of these third-party shipping companies, or the failure or inability of one or more of these third-party shipping companies to deliver products from suppliers to us or products from us to our reseller customers or their end-user customers, could disrupt our business and harm our reputation and net sales.

ITEM 1B. *UNRESOLVED STAFF COMMENTS*

None.

ITEM 2. *PROPERTIES*

Our corporate headquarters is located in Santa Ana, California. We support our global operations through an extensive sales office and distribution network throughout North America, Europe, Latin America, and Asia-Pacific. As of December 31, 2005, we operated 89 distribution centers worldwide. Additionally, we serve markets where we do not have an in-country presence through various sales offices and representative offices, including those in Santa Ana, California; Buffalo, New York; Miami, Florida; Singapore; and certain countries in Europe.

As of December 31, 2005, we leased substantially all our facilities on varying terms. We do not anticipate any material difficulties with the renewal of any of our leases when they expire or in securing replacement facilities on commercially reasonable terms. We also own several facilities, the most significant of which are our office/distribution facilities in Straubing, Germany and several AVAD locations in the United States.

ITEM 3. *LEGAL PROCEEDINGS*

During 2002 and 2003, one of our Latin American subsidiaries was audited by the Brazilian taxing authorities in relation to certain commercial taxes. As a result of this audit, the subsidiary received an assessment of 30.6 million Brazilian reais, including interest and penalties computed through December 31, 2005, or approximately $13.1 million at December 31, 2005, alleging these commercial taxes were not properly remitted for the subsidiary’s purchase of imported software during the period January through September 2002. The Brazilian taxing authorities may make similar claims for periods subsequent to September 2002. Additional assessments for periods subsequent to September 2002, if received, may be significant either individually or in the aggregate. It is management’s opinion, based upon the opinions of outside legal counsel, that we have valid defenses to the assessment of these taxes on the purchase of imported software for the 2002 period at issue or any subsequent period. Although we are vigorously pursuing administrative and judicial action to challenge the assessment, no assurance can be given as to the ultimate outcome. An unfavorable resolution of this matter is not expected to have a material impact on our financial condition, but depending upon the time period and amounts involved it may have a material negative effect on our consolidated results of operations or cash flows.

We received an informal inquiry from the SEC during the third quarter of 2004. The SEC's focus to date has been related to certain transactions with McAfee, Inc. (formerly Network Associates, Inc. or NAI) from 1998 through 2000. We also received subpoenas from the U.S. Attorney's office for the Northern District of California ("Department of Justice") in connection with its grand jury investigation of NAI, which seek information concerning these transactions. On January 4, 2006, McAfee and the SEC made public the terms of a settlement they had reached with respect to McAfee. We continue to cooperate fully with the SEC and the Department of Justice in their inquiries. We are engaged in discussions with the SEC toward a possible resolution of matters concerning these NAI-related transactions. We cannot predict with certainty the outcome of these discussions, nor their timing, nor can we reasonably estimate the amount of any loss or range of loss that might be incurred as a result of the resolution of these matters with the SEC and the Department of Justice. Such amounts may be material to our consolidated results of operations or cash flows.

ITEM 4. *SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS*

No matters were submitted to a vote of security holders during the fourth quarter of the fiscal year covered by this report, through the solicitation of proxies or otherwise.

PART II

ITEM 5. *MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS*

Common Stock. Our Common Stock is traded on the New York Stock Exchange under the symbol IM. The following table sets forth the high and low price per share, based on closing price, of our Common Stock for the periods indicated.

		High	Low
Fiscal Year 2005	First Quarter	$ 20.00	$ 16.30
	Second Quarter	17.41	14.66
	Third Quarter	18.65	15.43
	Fourth Quarter	20.00	17.30
Fiscal Year 2004	First Quarter	$ 19.55	$ 15.88
	Second Quarter	18.45	11.93
	Third Quarter	16.28	12.89
	Fourth Quarter	20.80	16.24

As of January 27, 2006 there were 569 holders of record of our Common Stock. Because many of such shares are held by brokers and other institutions, on behalf of shareowners, we are unable to estimate the total number of shareowners represented by these record holders.

Dividend Policy. We have neither declared nor paid any dividends on our Common Stock in the preceding two fiscal years. We currently intend to retain future earnings to finance the growth and development of our business and, therefore, do not anticipate declaring or paying cash dividends on our Common Stock for the foreseeable future. Any future decision to declare or pay dividends will be at the discretion of the Board of Directors and will be dependent upon our financial condition, results of operations, capital requirements, and such other factors as the Board of Directors deems relevant. In addition, certain of our debt facilities contain restrictions on the declaration and payment of dividends.

Equity Compensation Plan Information. The following table provides information, as of December 31, 2005, with respect to equity compensation plans under which equity securities of our company are authorized for issuance, aggregated as follows: (i) all compensation plans previously approved by our shareowners and (ii) all compensation plans not previously approved by our shareowners.

Plan Category	(a) Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	(c) Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by shareowners	30,558,305	$ 15.79	18,264,152
Equity compensation plans not approved by shareowners	None	None	None
TOTAL	30,558,305	$ 15.79	18,264,152

ITEM 6. *SELECTED FINANCIAL DATA*

SELECTED CONSOLIDATED FINANCIAL DATA

The following table presents our selected consolidated financial data, which includes the results of operations of our acquisitions that have been combined with our results of operations beginning on their acquisition dates. The information set forth below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical consolidated financial statements and notes thereto, included elsewhere in this Annual Report on Form 10-K.

Our fiscal year is a 52-week or 53-week period ending on the Saturday nearest to December 31. References below to 2005, 2004, 2003, 2002, and 2001 represent the fiscal years ended December 31, 2005 (52 weeks), January 1, 2005 (52 weeks), January 3, 2004 (53 weeks), December 28, 2002 (52 weeks) and December 29, 2001 (52 weeks), respectively.

	2005	2004	2003	2002	2001
			(Dollars in 000s, except per share data)		
Selected Operating Information					
Net sales	$ 28,808,312	$ 25,462,071	$ 22,613,017	$ 22,459,265	$ 25,186,933
Gross profit	1,574,978	1,402,042	1,223,488	1,231,638	1,329,899
Income from operations(1)	362,186	283,367	156,193	50,208	92,930
Income before income taxes and cumulative effect of adoption of a new accounting standard(2)	301,937	263,276	115,794	8,998	11,691
Income before cumulative effect of adoption of a new accounting standard(3)	216,906	219,901	149,201	5,669	6,737
Net income (loss)(4)	216,906	219,901	149,201	(275,192)	6,737
Basic earnings per share — income before cumulative effect of adoption of a new accounting standard	1.35	1.41	0.99	0.04	0.05
Diluted earnings per share — income before cumulative effect of adoption of a new accounting standard	1.32	1.38	0.98	0.04	0.04
Basic earnings per share — net income (loss)	1.35	1.41	0.99	(1.83)	0.05
Diluted earnings per share — net income (loss)	1.32	1.38	0.98	(1.81)	0.04
Weighted average common shares outstanding:					
Basic	160,262,465	155,451,251	151,220,639	150,211,973	147,511,408
Diluted	164,331,166	159,680,040	152,308,394	152,145,669	150,047,807
Selected Balance Sheet Information(5)					
Cash and cash equivalents	$ 324,481	$ 398,423	$ 279,587	$ 387,513	$ 273,059
Total assets	7,034,990	6,926,737	5,474,162	5,144,354	5,302,007
Total debt(6)	604,867	514,832	368,255	365,946	458,107
Stockholders' equity	2,438,598	2,240,810	1,872,949	1,635,989	1,867,298

(1) Includes reorganization costs of $16,276 in 2005, credit adjustment to reorganization costs of $2,896 in 2004 for previous actions and reorganization costs of $21,570, $71,135, and $41,411 in 2003, 2002 and 2001, respectively, as well as other major-program costs of $22,935, $23,363 and $43,944 in 2005, 2003 and 2002, respectively, charged to selling, general and administrative expenses, or SG&A expenses, and

$443 and $1,552 in 2003 and 2002, respectively, charged to costs of sales, which were incurred in the implementation of our broad-based reorganization plan, our comprehensive profit enhancement program and additional profit enhancement opportunities (see Note 3 to our consolidated financial statements). Fiscal 2003 also includes a charge of $20,000 related to the bankruptcy of Micro Warehouse in the United States, one of our former customers.

(2) Includes items noted in footnote (1) above as well as a loss of $8,413 on the redemption of senior subordinated notes in 2005, a gain on forward currency hedge of $23,120 in 2004 related to our Australian dollar denominated purchase of Tech Pacific and a gain on sale of available-for-sale securities of $6,535 in 2002.

(3) Includes items noted in footnotes (1) and (2) above, as well as the reversal of a deferred tax liability of $2,385, $41,078 and $70,461 in 2005, 2004 and 2003, respectively, related to the gains on sale of available-for-sale securities (see Note 8 to our consolidated financial statements).

(4) Includes items noted in footnotes (1), (2), and (3) above, as well as the cumulative effect of adoption of a new accounting standard, net of income taxes, of $280,861 in 2002 relating to the adoption of Statement of Financial Accounting Standards No. 142, “Goodwill and Other Intangible Assets.”

(5) All balance sheet data are given at end of period.

(6) Includes convertible debentures, senior subordinated notes, revolving credit facilities and other long-term debt including current maturities, but excludes off-balance sheet debt of $60,000, $75,000, and $222,253 at the end of fiscal years 2003, 2002, and 2001, respectively, which amounts represent all of the undivided interests in transferred accounts receivable sold to and held by third parties as of the respective balance sheet dates.

ITEM 7. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

Overview of Our Business

Sales

We are the largest distributor of IT products and services worldwide based on revenues. We offer a broad range of IT products and services and help generate demand and create efficiencies for our customers and suppliers around the world. Prior to fiscal year 2001, we generated positive annual sales growth from expansion of our existing operations, the integration of numerous acquisitions worldwide, the addition of new product categories and suppliers, the addition of new customers, increased sales to our existing customer base, and growth in the IT products and services distribution industry in general. In 2001, our worldwide net sales declined by 18% to $25.2 billion and further declined to $22.5 billion and $22.6 billion in 2002 and 2003, respectively. These declines were primarily the result of the general decline in demand for IT products and services throughout the world, beginning in the last quarter of 2000 and continuing through most of 2003, as well as the decision of certain vendors to pursue a direct sales model, and our exit from or downsizing of certain markets in Europe and Latin America. In 2004, our net sales increased to $25.5 billion and further increased to $28.8 billion in 2005, or approximately 13% growth each year. This increase primarily reflects the improving demand environment for IT products and services in most economies worldwide as well as the additional revenue arising from the acquisitions of Nimax in June 2004, Tech Pacific in November 2004 and AVAD in July 2005. Competitive pricing pressures, the expansion of a direct sales strategy by one or more of our major vendors or a decline in the overall demand for IT products and services could, however, adversely affect the current improvements in our revenues and profitability over the near term.

Gross Margin

The IT distribution industry in which we operate is characterized by narrow gross profit as a percentage of net sales ("gross margin") and narrow income from operations as a percentage of net sales ("operating margin"). Historically, our margins have been negatively impacted by intense price competition, as well as changes in vendor terms and conditions, including, but not limited to, significant reductions in vendor rebates and incentives, tighter restrictions on our ability to return inventory to vendors, and reduced time periods qualifying for price protection. To mitigate these factors, we have implemented, and continue to refine, changes to our pricing strategies, inventory management processes, and vendor program processes. We continuously monitor and change, as appropriate, certain of the terms and conditions offered to our customers to reflect those being set by our vendors. In addition, we have pursued expansion into adjacent product markets such as AIDC/ POS and consumer electronics, which generally have higher gross margins. As a result, gross margin improved from 5.3% in 2001 to 5.5% in 2002 and has remained relatively flat through 2005. However, we expect that restrictive vendor terms and conditions and competitive pricing pressures will continue and if they worsen in the foreseeable future, may hinder our ability to maintain and/or improve our gross margins from the levels realized in recent years.

Selling General and Administrative Expenses or SG&A Expenses

Our SG&A expenses, as a percentage of net sales, increased to 4.7% in 2001 and to 5.0% in 2002 primarily due to the significant decline in our net revenues during these years. As a result, we initiated a broad-based reorganization plan in June 2001, a comprehensive profit enhancement program in September 2002, and other detailed actions across all our regions to streamline operations, improve service and generate operating income improvements. In April 2005, we announced an outsourcing and optimization plan to improve operating efficiencies within the North American region and, as part of the plan, we have also restructured and consolidated other job functions within the North American region. We also substantially completed the integration of operations of our pre-existing Asia-Pacific business with Tech Pacific during the third quarter of 2005. As a result of these actions and the increase in sales levels, we reduced our SG&A expenses to 4.6% of net sales in 2003, to 4.4% of net sales in 2004 and to 4.1% of net sales in 2005. We continue to pursue and implement business process improvements and organizational changes to create sustained cost reductions without sacrificing customer service over the long-term. Implementation of additional actions, including integration of acquisitions, in the future, if any, could result in additional costs as well as additional operating income improvements.

Working Capital and Debt

The IT products and services distribution business is working capital intensive. Our business requires significant levels of working capital primarily to finance accounts receivable and inventories. We have relied heavily on debt, trade credit from vendors and accounts receivable financing programs for our working capital needs. At December 29, 2001, we had total debt of $458.1 million plus an additional $222.3 million in off-balance sheet debt from our accounts receivable financing programs, and a cash balance of $273.1 million. With our strong focus on management of working capital and cash provided by operations, by January 1, 2005, we had eliminated the $222.3 million of off-balance sheet debt from our accounts receivable financing programs, increased our cash balance by more than $125 million to $398.4 million and limited the amount of debt to $514.8 million, while funding the costs of our profit enhancement program and the acquisitions of Tech Pacific and Nimax. At December 31, 2005, our total debt increased to $604.8 million while our cash balance decreased to $324.5 million as a result of our acquisition of AVAD and increased working capital requirements to support the growth of our business.

Acquisition of Tech Pacific

In November 2004, we acquired all of the outstanding shares of Tech Pacific, one of Asia-Pacific's largest technology distributors, for cash and the assumption of debt. This acquisition provides us with a strong management and employee base with excellent execution capabilities, a history of solid operating margins and profitability, and a strong presence in the growing Asia-Pacific region.

Acquisition of AVAD

In July 2005, we acquired certain assets of AVAD, the leading distributor for solution providers and custom installers serving the home automation and entertainment market in the United States, or U.S. This strategic acquisition accelerates our entry into the adjacent consumer electronics market and improves the operating margin in our North American operations.

Our Reorganization and Profit Enhancement Programs

In June 2001, we initiated a broad-based reorganization plan to streamline operations and reorganize resources to increase flexibility, improve service and generate cost savings and operational efficiencies. This program resulted in restructuring several functions, consolidation of facilities, and reductions of workforce worldwide in each of the quarters through June 2002. Total reorganization costs associated with these actions were $8.8 million and $41.4 million in 2002 and 2001, respectively.

In September 2002, we announced a comprehensive profit enhancement program, which was designed to improve operating income through enhancements in gross margin and reduction of SG&A expense. Key components of this initiative included enhancement and/or rationalization of vendor and customer programs, optimization of facilities and systems, outsourcing of certain IT infrastructure functions, geographic consolidations and administrative restructuring. For 2003 and 2002, we incurred $31.0 million and $107.9 million, respectively, of costs (or $138.9 million from inception of the program through the end of fiscal year 2003) related to this profit enhancement program, which was within our original announced estimate of $140 million. These costs consisted primarily of reorganization costs of $13.6 million and $62.4 million in 2003 and 2002, respectively, and other program implementation costs, or other major-program costs, of $17.4 million and $43.9 million charged to SG&A expenses in 2003 and 2002, respectively, and $1.6 million charged to cost of sales in 2002. We realized significant benefits from the reduction in certain SG&A expenses and from gross margin improvements as a result of our comprehensive profit enhancement program.

During 2003, we incurred incremental reorganization costs of $8.0 million and incremental other major-program costs of $6.4 million ($6.0 million charged to SG&A expenses and $0.4 million charged to cost of sales), which were not part of the original scope of the profit enhancement program announced in September 2002. These costs primarily related to the further consolidation of our operations in the Nordic areas of Europe and a loss on the sale of a non-core German semiconductor equipment distribution business. These actions resulted in additional operating income improvements primarily in the European region.

In November 2004, we acquired all of the outstanding shares of Tech Pacific. We substantially completed the integration of the operations of our pre-existing Asia-Pacific business with Tech Pacific in the third quarter of 2005. During 2005, integration expenses incurred totaled $12.7 million, comprised of $6.7 million of reorganization costs primarily for employee termination benefits, facility exit costs and other contract termination costs for associates and facilities of Ingram Micro made redundant by the acquisition as well as $6.0 million of other costs charged to SG&A primarily for consulting, retention and other expenses related to the integration of this acquisition, which was in line with our announced estimates (see Note 3 to our consolidated financial statements).

In April 2005, we announced an outsourcing and optimization plan to improve operating efficiencies within our North American region. The plan, which is now substantially complete, included an outsourcing arrangement that moved transaction-oriented service and support functions — including certain North America positions in finance and shared services, customer service, vendor management and certain U.S. positions in technical support and inside sales (excluding field sales and management positions) — to a leading global business process outsource provider. As part of the plan, we also restructured and consolidated other job functions within the North American region. Total costs of the actions, or major-program costs, incurred in 2005 were $26.6 million ($9.7 million of reorganization costs, primarily for workforce reductions and facility exit costs, as well as $16.9 million of other costs charged to SG&A primarily for consulting, retention and other expenses), which was in line with our announced estimates (see Note 3 to our consolidated financial statements).

The following table summarizes our reorganization costs and other major-program costs for the actions we have taken in fiscal years 2005 and 2003 as discussed above (in millions). The credit balances in 2005 and 2004 represent adjustments to reorganization costs as a result of the favorable resolution of obligations relating to previous actions:

	Fiscal Year					
	2005		2004		2003	
	Reorganization Costs	Other Major-Program Costs	Reorganization Costs	Other Major-Program Costs	Reorganization Costs	Other Major-Program Costs
North America	$ 9.7	$ 16.9	$ (2.2)	$ —	$ 11.2	$ 17.4
Europe	(0.1)	—	(1.0)	—	9.2	6.4
Asia-Pacific	6.7	6.0	0.3	—	0.1	—
Latin America	—	—	—	—	1.1	—
Total	$ 16.3	$ 22.9	$ (2.9)	$ —	$ 21.6	$ 23.8

Our Critical Accounting Policies and Estimates

The discussions and analyses of our consolidated financial condition and results of operations are based on our consolidated financial statements, which have been prepared in conformity with accounting principles generally accepted in the U.S. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of significant contingent assets and liabilities at the financial statement date, and reported amounts of revenue and expenses during the reporting period. On an ongoing basis, we review and evaluate our estimates and assumptions, including, but not limited to, those that relate to accounts receivable; vendor programs; inventories; goodwill, intangible and other long-lived assets; income taxes; and contingencies and litigation. Our estimates are based on our historical experience and a variety of other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making our judgment about the carrying values of assets and liabilities that are not readily available from other sources. Although we believe our estimates, judgments and assumptions are appropriate and reasonable based upon available information, these assessments are subject to a wide range of sensitivity, therefore, actual results could differ from these estimates.

We believe the following critical accounting policies are affected by our judgments, estimates and/or assumptions used in the preparation of our consolidated financial statements.

- ***Accounts Receivable*** - We provide allowances for doubtful accounts on our accounts receivable for estimated losses resulting from the inability of our customers to make required payments. Changes in the financial condition of our customers or other unanticipated events, which may affect their ability to make payments, could result in charges for additional allowances exceeding our expectations. Our estimates are influenced by the following considerations: the large number of customers and their dispersion across wide geographic areas; the fact that no single customer accounts for 10% or more of our net sales; a continuing credit evaluation of our customers' financial condition; aging of receivables, individually and in the aggregate; credit insurance coverage; the value and adequacy of collateral received from our customers in certain circumstances; and our historical loss experience.

- ***Vendor Programs*** - We receive funds from vendors for price protection, product rebates, marketing/promotion, infrastructure reimbursement and meet competition programs, which are recorded as adjustments to product costs, revenue, or SG&A expenses according to the nature of the program. Some of these programs may extend over one or more quarterly reporting periods. We accrue rebates or other vendor incentives as earned based on sales of qualifying products or as services are provided in accordance with the terms of the related program. Actual rebates may vary based on volume or other sales achievement levels, which could result in an increase or reduction in the estimated amounts previously accrued. We also provide reserves for receivables on vendor programs for estimated losses resulting from vendors' inability to pay or rejections of claims by vendors.

- ***Inventories*** - Our inventory levels are based on our projections of future demand and market conditions. Any sudden decline in demand and/or rapid product improvements and technological changes could cause us to have excess and/or obsolete inventories. On an ongoing basis, we review for estimated excess or obsolete inventories and write down our inventories to their estimated net realizable value based upon our forecasts of future demand and market conditions. If actual market conditions are less favorable than our forecasts, additional inventory write-downs may be required. Our estimates are influenced by the following considerations: protection from loss in value of inventory under our vendor agreements, our ability to return to vendors only a certain percentage of our purchases as contractually stipulated, aging of inventories, a sudden decline in demand due to an economic downturn, and rapid product improvements and technological changes.

- ***Goodwill, Intangible Assets and Other Long-Lived Assets*** - We adopted the provisions of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" ("FAS 142") in 2002. FAS 142 eliminated the amortization of goodwill. FAS 142 requires that after the initial impairment review upon adoption, goodwill should be reviewed at least annually thereafter. In the fourth quarters of 2005, 2004 and 2003, we performed our annual impairment tests of goodwill in North America, Europe and Asia-Pacific. The valuation methodologies included, but were not limited to, estimated net present value of the projected future cash flows of these reporting units. In connection with these tests, valuations of the individual reporting units were obtained or updated from an independent third-party valuation firm. No impairment was indicated based on these tests. However, if actual results are substantially lower than our projections underlying these valuations, or if market discount rates increase, our future valuations could be adversely affected, potentially resulting in future impairment charges.

  We also assess potential impairment of our goodwill, intangible assets and other long-lived assets when there is evidence that recent events or changes in circumstances have made recovery of an asset's carrying value unlikely. The amount of an impairment loss would be recognized as the excess of the asset's carrying value over its fair value. Factors which may cause impairment include significant changes in the manner of use of these assets, negative industry or economic trends, and significant underperformance relative to historical or projected future operating results.

- ***Income Taxes*** - As part of the process of preparing our consolidated financial statements, we estimate our income taxes in each of the taxing jurisdictions in which we operate. This process involves estimating our actual current tax expense together with assessing any temporary differences resulting from the different treatment of certain items, such as the timing for recognizing revenues and expenses, for tax and financial reporting purposes. These differences may result in deferred tax assets and liabilities, which are included in our consolidated balance sheet. We are required to assess the likelihood that our deferred tax assets, which include net operating loss carryforwards and temporary differences that are expected to be deductible in future years, will be recoverable from future taxable income or other tax planning strategies. If recovery is not likely, we must provide a valuation allowance based on our estimates of future taxable income in the various taxing jurisdictions, and the amount of deferred taxes that are ultimately realizable.

  The provision for tax liabilities involves evaluations and judgments of uncertainties in the interpretation of complex tax regulations by various taxing authorities. In situations involving tax related uncertainties, such as our gains on sales of Softbank common stock (see Note 8 to our consolidated financial statements), we provide for tax liabilities unless we consider it probable that additional taxes will not be due. As additional information becomes available, or these uncertainties are resolved with the taxing authorities, revisions to these liabilities may be required, resulting in additional provision for or benefit from income taxes in our consolidated income statement.

  Our U.S. federal tax returns for the fiscal years 2000 and 1999 were closed in September 2004 and 2003, respectively, and certain state returns for fiscal years 2000 and 1999 were closed in the third and fourth quarters of 2004, which resolved the tax matters related to the gains on sales of Softbank common stock in 1999 and 2000 in those jurisdictions. Accordingly, we reversed the related federal and certain state deferred tax liabilities of $40.0 million and $1.1 million associated with the gains on the 2000 and 1999 sales in the third and fourth quarters of 2004, respectively, while we reversed the related federal deferred tax liability of $70.5 million associated with the gain on the 1999 sale in the third quarter of 2003, thereby reducing our income tax provisions for both years in the consolidated statement of income. In 2005, we also settled and paid tax liabilities of $1.4 million and $2.8 million associated with the gains realized in 2000 and 1999, respectively, with certain state tax jurisdictions and reversed tax liabilities of $1.0 million and $1.4 million related to gains in 2000 and 1999, respectively, for such tax jurisdictions.

- ***Contingencies and Litigation*** - There are various claims, lawsuits and pending actions against us, not otherwise noted in Item 3, and which are incidental to our operations. If a loss arising from these actions is probable and can be reasonably estimated, we record the amount of the estimated loss. If the loss is estimated using a range within which no point is more probable than another, the minimum estimated liability is recorded. Based on current available information, we believe that the ultimate resolution of these actions will not have a material adverse effect on our consolidated financial statements (see Note 10 to our consolidated financial statements). As additional information becomes available, we assess any potential liability related to these actions and may need to revise our estimates. Future revisions of our estimates could materially impact our consolidated results of operations, cash flows or financial position.

Results of Operations

The following tables set forth our net sales by geographic region (excluding intercompany sales) and the percentage of total net sales represented thereby, as well as operating income and operating margin by geographic region for each of the fiscal years indicated (in millions).

	2005		2004		2003	
Net sales by geographic region:						
North America	$ 12,217	42.4%	$ 11,777	46.3%	$ 10,965	48.5%
Europe	10,424	36.2	9,839	38.6	8,267	36.5
Asia-Pacific	4,843	16.8	2,742	10.8	2,320	10.3
Latin America	1,324	4.6	1,104	4.3	1,061	4.7
Total	$ 28,808	100.0%	$ 25,462	100.0%	$ 22,613	100.0%

	2005		2004		2003	
Operating income (loss) and operating margin by geographic region:						
North America	$ 157.6	1.3%	$ 130.3	1.1%	$ 94.5	0.9%
Europe	143.4	1.4	129.8	1.3	73.2	0.9
Asia-Pacific	39.8	0.8	9.8	0.4	(10.3)	(0.4)
Latin America	21.4	1.6	13.5	1.2	(1.2)	(0.1)
Total	$ 362.2	1.3%	$ 283.4	1.1%	$ 156.2	0.7%

We sell products purchased from many vendors, but generated approximately 23%, 22%, and 24% of our net sales in fiscal years 2005, 2004 and 2003, respectively, from products purchased from Hewlett-Packard Company. There were no other vendors that represented 10% or more of our net sales in each of the last three years.

The following table sets forth certain items from our consolidated statement of income as a percentage of net sales, for each of the fiscal years indicated.

	2005	2004	2003
Net sales	100.0%	100.0%	100.0%
Cost of sales	94.5	94.5	94.6
Gross profit	5.5	5.5	5.4
Operating expenses:			
Selling, general and administrative	4.1	4.4	4.6
Reorganization costs	0.1	0.0	0.1
Income from operations	1.3	1.1	0.7
Other expense, net	0.2	0.1	0.2
Income before income taxes	1.1	1.0	0.5
Provision for (benefits from) income taxes	0.3	0.2	(0.2)
Net income	0.8%	0.8%	0.7%

Results of Operations for the Years Ended December 31, 2005, January 1, 2005 and January 3, 2004

Our consolidated net sales were $28.8 billion, $25.5 billion and $22.6 billion in 2005, 2004 and 2003, respectively, representing an annual growth rate of 13% in 2005 and 2004. The overall increase in net sales from 2003 to 2005 was primarily attributable to improving demand environment for IT products and services in most economies worldwide and additional revenue arising from the acquisitions of Nimax in June 2004, Tech Pacific in November 2004 and AVAD in July 2005. However, competitive pricing pressures, the expansion of a direct sales strategy by one or more of our major vendors, changes in terms and conditions by our vendors and/or softening of demand could adversely affect the current improvements in our revenues and profitability over the near term.

Net sales from our North American operations were $12.2 billion, $11.8 billion and $11.0 billion in 2005, 2004 and 2003, respectively. The year-over-year growth in North American net sales of 3.7% and 7.4% in 2005 and 2004, respectively, reflect the slightly improved demand for IT products and services in this region, particularly value added resellers, as well as the additional revenue arising from the acquisition of AVAD in July 2005. Net sales from our European operations were $10.4 billion, $9.8 billion and $8.3 billion in 2005, 2004 and 2003, respectively. The year-over-year growth in European net sales of 5.9% and 19.0% in 2005 and 2004, respectively, reflects increases in our market share in certain operations within Europe and improved demand for IT products and services across the region in 2005 and 2004. In 2004, the translation impact of the relatively stronger European currencies compared to 2003 resulted in an increase in revenue of approximately 11%. In 2005, the translation impact of the European currencies had a negative impact of approximately 1%. Net sales from our Asia-Pacific operations were $4.8 billion, $2.7 billion and $2.3 billion in 2005, 2004 and 2003, respectively. The year-over-year growth in Asia-Pacific net sales of 76.7% and 18.2% in 2005 and 2004, primarily reflects a full year of revenue in 2005 resulting from our acquisition of Tech Pacific compared to approximately one and one-half months of revenue in the prior year. Our continued focus on improving the operating model and profitability in this region had a tempering effect on sales growth in 2005 and 2004. Net sales from our Latin American operations were $1.3 billion, $1.1 billion and $1.1 billion in 2005, 2004 and 2003, respectively. Net sales from our Latin American operations increased 19.9% in 2005 and 4.1% in 2004, reflecting the region's improved demand environment over the period and the strengthening of currencies in certain Latin American markets in 2005.

Despite the continued competitive environments in North America and Europe, as well as economic softness in certain countries in Europe, our gross margin has remained relatively stable at 5.5%, 5.5% and 5.4% in 2005, 2004 and 2003, respectively. This reflects our ongoing product and geographic diversification strategy, as well as strong inventory management and improvements in our Asia-Pacific and Latin America businesses, partially offset by the impact of the competitive pricing environment especially in North America and Europe. We continuously evaluate and modify our pricing policies and certain terms and conditions offered to our customers to reflect those being imposed by our vendors and general market conditions. As we continue to evaluate our existing pricing policies and make future changes, if any, we may experience tempered or negative sales growth in the near term. In addition, increased competition and any retractions or softness in economies throughout the world may hinder our ability to maintain and/or improve gross margins from the levels realized in recent periods.

Total SG&A expenses were $1.2 billion, $1.1 billion and $1.0 billion in 2005, 2004 and 2003, respectively. In 2005, SG&A increased by $74.9 million primarily due to the additions of Tech Pacific and AVAD, implementation costs associated with our outsourcing and optimization plan in North America of $16.9 million, costs associated with the integration of Tech Pacific of $6.0 million (see Note 3 to our consolidated financial statements) and increased expenses required to support the growth of our business, partially offset by our continued cost control measures and the savings realized from the North American outsourcing and optimization plan. In 2004, SG&A expenses increased by $75.8 million compared to 2003 primarily due to the translation impact of the European currencies of approximately $36 million, realignment costs of approximately $11 million associated with downsizing and relocating activities in our under-performing German-based networking unit, the addition of approximately $15 million in operating expenses related to Tech Pacific, which was acquired on November 10, 2004, and increased expenses required to support the growth of our business, partially offset by the benefits of the comprehensive profit enhancement program, the reduction of related implementation costs of $23.4 million from 2003 (see Note 3 to our consolidated financial statements) and a $20 million charge in 2003 related to the bankruptcy of Micro Warehouse in the U.S., one of our former customers. As a percentage of net sales, total SG&A expenses decreased to 4.4% in 2004 and 4.1% in 2005 compared to 4.6% in 2003, primarily due to the economies of scale from the higher level of revenue, savings from our comprehensive profit enhancement program, other actions we have taken, and continued cost control measures.

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 (revised 2004), “Share-Based Payment,” or FAS 123R. In March 2005, the SEC issued Staff Accounting Bulletin No. 107, “Share-Based Payment,” which further explains FAS 123R. FAS 123R as amended requires compensation cost relating to all share-based payments to employees to be recognized in the financial statements based on their fair values and is effective for our fiscal year beginning January 1, 2006. Based on our evaluation of the requirements of FAS 123R, as well as our long-term incentive compensation strategies, we currently estimate that the adoption of FAS 123R will have an impact of approximately $30 million on our operating expenses in 2006.

As previously discussed, reorganization costs were $16.3 million and $21.6 million in 2005 and 2003, respectively, and in 2004 we had a net credit of $2.9 million relating primarily to favorable resolution of obligations related to prior actions (see Note 3 to our consolidated financial statements). We may pursue other business process or organizational changes in our business, which may result in additional charges related to consolidation of facilities, restructuring of business functions and workforce reductions in the future.

Our operating margin increased to 1.3% in 2005 from 1.1% and 0.7% in 2004 and 2003, respectively, primarily reflecting the reduction of SG&A expenses while maintaining stable gross margins during this period as discussed above. Our North American operating margin increased to 1.3% in 2005 from 1.1% in 2004 and 0.9% in 2003. The increase in operating margin for North America in 2005 compared to 2004 reflects the economies of scale from the higher volume of business, the expansion of adjacent product markets with higher margins, a broad set of margin initiatives and ongoing costs containment, partially offset by competitive pressures on pricing and reorganization and other major-program costs incurred. The increase in operating margin for North America in 2004 compared to 2003 reflects the impact of the charge related to the Micro Warehouse bankruptcy of approximately 0.2% of North America revenue in 2003, as well as economies of scale from the higher volume of business, the benefits of our comprehensive profit enhancement program and reduction of the related implementation costs, partially offset by significant competitive pressures on pricing. Reorganization and other major-program costs were approximately 0.2% of North America net sales in 2005 compared to a net benefit of less than 0.1% in 2004 and a net charge of approximately 0.3% in 2003. Our European operating margin increased to 1.4% in 2005 from 1.3% and 0.9% in 2004 and 2003, respectively. Operating margin for Europe in 2005 was positively impacted by the increase in net sales and the decrease in operating expenses, partially offset by the economic softness and competitive environment. Operating margin for Europe in 2004 and 2003 was positively impacted by improvements from our profit enhancement program and other actions we have taken, a reduction in related implementation costs, and economies of scale from the higher volume of business, partially offset by the competitive environment. Our Asia-Pacific operating margin (loss) was 0.8%, 0.4% and (0.4%) in 2005, 2004 and 2003, respectively. Operating results in the Asia-Pacific region deteriorated in 2003, largely due to higher inventory and bad debt losses in China, and intense price competition particularly in our components business, which were exacerbated by the impacts of SARS and the Gulf War on the region. The improvement in our Asia-Pacific operating margins in 2004 reflects the contribution of Tech Pacific, as well as improvements and strengthening of our operating model. The Asia-Pacific operating margins further improved in 2005 primarily due to the benefits from the successful integration of Tech Pacific, partially offset by the integration costs incurred (approximately 0.3% of Asia-Pacific net sales). We believe the addition of Tech Pacific and continued process improvements will improve profitability over the long-term. Our Latin American operating margin (loss) was 1.6% in 2005 compared to 1.2% in 2004 and (0.1%) in 2003. Strengthening of our business processes in Latin America during 2005 and 2004 positively impacted operating margin in this region. The negative operating margin in 2003 was primarily attributable to the market softness and competitive pricing pressures in the region as well as higher bad debt expense and inventory related issues.

Other expense (income) consisted primarily of interest, losses on sales of receivables under our accounts receivable financing facilities, foreign currency exchange gains and losses, and other non-operating gains and losses. We incurred net other expense of $60.2 million, or 0.2% as a percentage of net sales, in 2005 compared to $20.1 million, or 0.1% as a percentage of net sales, in 2004 and $40.4 million, or 0.2% as a percentage of net sales, in 2003. The increase in 2005 compared to 2004 primarily reflects a foreign-exchange gain of $23.1 million on a forward currency exchange contract related to our Australian dollar-denominated purchase of Tech Pacific in 2004, a loss of $8.4 million on the redemption of the senior subordinated notes and related interest-rate swap agreements in 2005, increased net debt levels primarily associated with the acquisitions of Tech Pacific and AVAD, and higher interest rates, partially offset by a decrease in losses on sales of receivables under our accounts receivable-based financing facilities. The decrease in 2004 compared to 2003 primarily reflects the foreign-exchange gain of $23.1 million in 2004.

Our provision for income taxes in 2005 and 2004 was $85.0 million and $43.4 million, respectively, compared to a benefit from income taxes of $33.4 million in 2003. Our provisions included benefits of $2.4 million, $41.1 million and $70.5 million in 2005, 2004 and 2003, respectively for the reversal of previously accrued federal and state income taxes relating to the gains realized on the sale of Softbank common stock in 2000 and 1999 (see Note 8 to our consolidated financial statements). Our effective tax provision rate in 2005 and 2004 was 28% and 16%, respectively, compared to an effective tax benefit rate of 29% in 2003. The changes in our effective tax rate are primarily attributable to these reversals of the previously accrued U.S. federal and certain state income taxes in 2004 and 2003, as well as changes in the proportion of income earned within the various taxing jurisdictions and our ongoing tax strategies.

Quarterly Data; Seasonality

Our quarterly operating results have fluctuated significantly in the past and will likely continue to do so in the future as a result of various factors as more fully described in Item 1A. “Risk Factors.”

The following table sets forth certain unaudited quarterly historical financial data for each of the eight quarters in the two years ended December 31, 2005. This unaudited quarterly information has been prepared on the same basis as the annual information presented elsewhere herein and, in our opinion, includes all adjustments necessary for a fair statement of the selected quarterly information. This information should be read in conjunction with the consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K. The operating results for any quarter shown are not necessarily indicative of results for any future period.

	Net Sales	Gross Profit	Income From Operations	Income Before Income Taxes	Net Income	Diluted Earnings Per Share
	(In millions, except per share data)					
Fiscal Year Ended December 31, 2005						
Thirteen Weeks Ended:(1)						
April 2, 2005	$ 7,052.0	$ 379.5	$ 76.2	$ 61.5	$ 42.4	$ 0.26
July 2, 2005	6,840.5	367.5	71.3	57.2	41.7	0.26
October 1, 2005	6,959.3	381.8	82.9	62.3	48.4	0.29
December 31, 2005	7,956.5	446.2	131.7	120.9	84.4	0.51
Fiscal Year Ended January 1, 2005						
Thirteen Weeks Ended:(2)						
April 3, 2004	$ 6,275.6	$ 341.4	$ 66.6	$ 55.2	$ 37.6	$ 0.24
July 3, 2004	5,716.6	311.4	47.9	38.0	25.9	0.16
October 2, 2004	6,016.4	329.6	60.2	54.9	77.3	0.49
January 1, 2005	7,453.4	419.5	108.7	115.2	79.2	0.48

(1) Includes impact of charges related to reorganization costs and other major-program costs as follows (pre-tax): first quarter, $9.8 million; second quarter, $14.0 million; third quarter, $7.2 million; fourth quarter, $8.2 million. The second quarter also includes the reversal of Softbank deferred tax liability of $2.2 million. The third quarter also includes a loss on the redemption of senior subordinated notes of

$8.4 million. The fourth quarter also includes the reversal of Softbank deferred tax liability of $0.2 million.

(2) Includes impact of charges related to reorganization costs and adjustments (credits) related to previous restructuring actions as follows (pre-tax): first quarter, $0.1 million; second quarter, $0.1 million; third quarter, $(2.7) million; fourth quarter, $(0.4) million. The third quarter also includes a foreign-exchange gain of $4.3 million related to the acquisition of Tech Pacific in Asia-Pacific and the reversal of Softbank deferred tax liability of $40.0 million. The fourth quarter also includes a foreign-exchange gain of $18.8 million related to the acquisition of Tech Pacific in Asia-Pacific and the reversal of Softbank deferred tax liability of $1.1 million.

Liquidity and Capital Resources

Cash Flows

We have financed our growth and cash needs largely through income from operations, borrowings under revolving credit and other facilities, sales of accounts receivable through established accounts receivable financing facilities, trade and supplier credit and proceeds from senior subordinated notes issued in 2001. The following is a detailed discussion of our cash flows for the years ended December 31, 2005, January 1, 2005 and January 3, 2004.

Our cash and cash equivalents totaled $324.5 million and $398.4 million at December 31, 2005 and at January 1, 2005, respectively.

Net cash provided by operating activities was $8.2 million and $360.9 million in 2005 and 2004, respectively, compared to net cash used by operating activities of $94.8 million in 2003. The net cash provided by operating activities in 2005 principally reflects our net earnings and reduction of other current assets, partially offset by a decrease in accrued expenses and an increase in our working capital. The reduction of other current assets and accrued expenses primarily relates to the settlement of a currency interest-rate swap and related collateral deposits. The increase in working capital largely reflects the growth of our business in 2005 and a decrease in days of accounts payable outstanding at the end of 2005 compared to the end of 2004. The net cash provided by operating activities in 2004 was primarily due to net income and a net decrease in working capital, which reflects our continued focus on working capital management. The net cash used by operating activities in 2003 principally reflects an increase in inventory and a decrease in accrued expenses, partially offset by net income and a decrease in accounts receivable. The increase in inventory largely reflects increased inventory-stocking levels in response to improved demand, and purchases for strategic growth areas. The reduction of accrued expenses primarily relates to the settlement of a currency interest rate swap in the first quarter of 2003 and payments of profit enhancement program costs. The decrease in accounts receivable reflects strong working capital management during the year. Our debt levels may increase and/or our cash balance may decrease if we experience an increase in our working capital days or if we experience significant sales growth.

Net cash used by investing activities was $179.4 million, $411.5 million and $36.9 million in 2005, 2004 and 2003, respectively. The net cash used by investing activities in 2005 and 2004 was primarily due to business acquisitions of $140.6 million and $402.2 million, respectively, and capital expenditures of $38.8 million and $37.0 million, respectively. The net cash used by investing activities in 2003 was primarily due to capital expenditures of $35.0 million. Our relatively flat capital expenditures over the period from 2003 to 2005 reflects the benefits of our previous profit enhancement program which has enabled us to streamline operations and optimize facilities as well as our decision to outsource certain IT infrastructure functions which have reduced our capital requirements. We presently expect our capital expenditures to be approximately $50 million in 2006.

Net cash provided by financing activities was $120.4 million, $149.5 million and $9.3 million in 2005, 2004 and 2003, respectively. The net cash provided by financing activities in 2005 primarily reflects the net proceeds from our debt facilities of $305.8 million and proceeds from exercise of stock options of $49.3 million, partially offset by the redemption of our senior subordinated notes of $205.8 million. The increase in debt in 2005 primarily reflects higher financing needs as a result of higher volume of business and the acquisition of AVAD. The net cash provided by financing activities in 2004 primarily reflects proceeds received from the exercise of stock options of $84.5 million and an increase in book overdrafts of $77.7 million. The net cash provided by financing activities in 2003 primarily reflects proceeds received from the exercise of stock options of $10.3 million.

Acquisitions

We account for all acquisitions after June 30, 2001 in accordance with Statement of Financial Accounting Standards No. 141, "Business Combinations." The results of operations of these businesses have been consolidated with our results of operations beginning on their acquisition dates.

In July 2005, we acquired certain net assets of AVAD, the leading distributor for solution providers and custom installers serving the home automation and entertainment market in the U.S. This strategic acquisition accelerated our entry into the adjacent consumer electronics market and has improved operating margin in our North American operations. AVAD was acquired for an initial purchase price of $136.4 million. The purchase agreement also requires us to pay the seller earn-out payments of up to $80 million over the next three years, if certain performance levels are achieved, and additional payments of up to $100 million are possible in 2010, if extraordinary performance levels are achieved over the five-year period from the date of acquisition. Such payment, if any, will be recorded as an adjustment to the initial purchase price. The purchase price was allocated to the assets acquired and liabilities assumed based on estimated fair values on the transaction date, resulting in the recording of $47.6 million of goodwill, $24.2 million of trademarks with indefinite lives and $28.7 million of vendor relationships and other amortizable intangible assets with average estimated useful lives of approximately 10 years. In December 2005, we recorded a payable of $30.0 million to the sellers for the initial earn-out in accordance with the provisions of the purchase agreement, resulting in an increase of goodwill for the same amount (see Note 4 to our consolidated financial statements).

During 2005, we also acquired the remaining shares of stock held by minority shareholders of our subsidiaries in New Zealand and India. The total purchase price for these acquisitions consisted of cash payments of $0.6 million, resulting in the recording of approximately the same amount of goodwill in Asia-Pacific.

In November 2004, we acquired all of the outstanding shares of Tech Pacific, one of Asia-Pacific's largest technology distributors, for 730 million Australian dollars (approximately $554 million at closing date) for cash and the assumption of debt. The purchase price has been allocated to the assets acquired and liabilities assumed based on estimated fair values on the transaction date, resulting in the recording of $308.5 million of goodwill and identifiable intangible assets consisting of customer and vendor relationships of $36.0 million with an estimated useful life of approximately 6 years. During 2005, we made an adjustment to Tech Pacific's purchase price allocation. This adjustment reflected additional liabilities of $3.4 million for costs associated with the reductions of Tech Pacific's workforce and closure and consolidation of Tech Pacific facilities, which were made redundant by the acquisition. This adjustment resulted in an increase of goodwill for that same amount (see Note 4 to our consolidated financial statements).

In July 2004, we acquired substantially all of the assets and assumed certain liabilities of Nimax, a privately-held distributor of automatic identification and data capture and point-of-sale solutions. The purchase price, consisting of a cash payment of $8.7 million in 2004 and $1.0 million payable on or before October 31, 2006, was allocated to the assets acquired and liabilities assumed based on estimated fair values on the transaction date, resulting in the recording of $0.9 million of other amortizable intangible assets primarily related to customer and vendor relationships. No goodwill was recorded in this transaction. In addition to the initial cash payment, the purchase agreement requires us to pay the seller up to $6 million at the end of two years, based on a specified earn-out formula, which will be recorded as an adjustment to the purchase price, if paid.

Capital Resources

We believe that our existing sources of liquidity, including cash resources and cash provided by operating activities, supplemented as necessary with funds available under our credit arrangements, will provide sufficient resources to meet our present and future working capital and cash requirements for at least the next twelve months.

On-Balance Sheet Capital Resources

On July 29, 2004, we entered into a revolving accounts receivable-based financing program in the U.S., which provides for up to $500 million in borrowing capacity secured by substantially all U.S.-based receivables. At our option, the program may be increased to as much as $600 million at any time prior to July 29, 2006. The interest rate on this facility is dependent on the designated commercial paper rates plus a predetermined margin. This facility expires on March 31, 2008. At December 31, 2005 and January 1, 2005, we had borrowings of $304.3 million and $0, respectively, under our revolving accounts receivable-based financing program.

At December 31, 2005, we have a trade accounts receivable-based financing program in Canada, which matures on August 31, 2008 and provides for borrowing capacity up to 150 million Canadian dollars, or approximately $129 million. The interest rate on this facility is dependent on the designated commercial paper rates plus a predetermined margin at the drawdown date. At December 31, 2005 and January 1, 2005, we had borrowings of $38.7 million and $0, respectively, under this trade accounts receivable-based financing program.

In June 2002, we entered into a three-year European revolving trade accounts receivable backed financing facility supported by the trade accounts receivable of a subsidiary in Europe for Euro 107 million, or approximately $126 million at December 31, 2005, with a financial institution that has an arrangement with a related issuer of third-party commercial paper. On July 1, 2005, we extended this facility under the same terms and conditions for another two years. In January 2004, we entered into another three-year European revolving trade accounts receivable-backed financing facility supported by the trade accounts receivable of another subsidiary in Europe for Euro 230 million, or approximately $271 million at December 31, 2005, with the same financial institution and related issuer of third-party commercial paper. On January 13, 2006, we extended this facility under the same terms and conditions for another three years. Both of these European facilities require certain commitment fees and borrowings under both facilities incur financing costs at rates indexed to EURIBOR. At December 31, 2005 and January 1, 2005, we had no borrowings under these European revolving trade accounts receivable-backed financing facilities.

In November 2004, we assumed from Tech Pacific a multi-currency revolving trade accounts receivable-backed financing facility in Asia-Pacific supported by the trade accounts receivable of two subsidiaries in the region for 200 million Australian dollars (increased to 250 million Australian dollars in April 2005, or approximately $183 million at December 31, 2005), with a financial institution that has an arrangement with a related issuer of third-party commercial paper that expires in June 2008. The interest rate is dependent upon the currency in which the drawing is made and is related to the local short-term bank indicator rate for such currency. This facility has no fixed repayment terms prior to maturity. At December 31, 2005 and January 1, 2005, we had borrowings of $112.6 million and $132.3 million, respectively, under this facility.

Our ability to access financing under our North American, European and Asia-Pacific facilities is dependent upon the level of eligible trade accounts receivable and the level of market demand for commercial paper. At December 31, 2005, our actual aggregate available capacity under these programs was approximately $962 million based on eligible accounts receivable, of which approximately $455.6 million of such capacity was outstanding. We could, however, lose access to all or part of our financing under these facilities under certain circumstances, including: (a) a reduction in credit ratings of the third-party issuer of commercial paper or the back-up liquidity providers, if not replaced or (b) failure to meet certain defined eligibility criteria for the trade accounts receivable, such as receivables must be assignable and free of liens and dispute or set-off rights. In addition, in certain situations, we could lose access to all or part of our financing with respect to the January 2004 European facility as a result of the rescission of our authorization to collect the receivables by the relevant supplier under applicable local law. Based on our assessment of the duration of these programs, the history and strength of the financial partners involved, other historical data, various remedies available to us under these programs, and the remoteness of such contingencies, we believe that it is unlikely that any of these risks will materialize in the near term.

In July 2005, we terminated our $150 million revolving senior unsecured credit facility with a bank syndicate that was scheduled to expire in December 2005. On the same day, we entered into a new three-year $175 million revolving senior unsecured credit facility with a new bank syndicate. The interest rate on the new revolving senior unsecured credit facility is based on LIBOR, plus a predetermined margin that is based on our debt ratings and our leverage ratio. At December 31, 2005 and January 1, 2005, we had no borrowings under the current and the former credit facility, respectively. The current and the former credit facility can also be used to support letters of credit. At December 31, 2005 and January 1, 2005, letters of credit totaling $21.2 million and $24.3 million, respectively, were issued to certain vendors and financial institutions to support purchases by our subsidiaries, payment of insurance premiums and flooring arrangements. Our available capacity under the current agreement is reduced by the amount of any issued and outstanding letters of credit.

In December 2005, our 80 million Australian dollars multi-currency secured revolving loan facility matured. On the same day, we entered into a new three-year 100 million Australian dollars, or approximately $73 million at December 31, 2005, senior unsecured credit facility with a bank syndicate. The interest rate on the new revolving senior unsecured credit facility is based on Australian or New Zealand LIBOR, depending on the funding currency, plus a predetermined margin that is based on our debt ratings and our leverage ratio. At December 31, 2005 and January 1, 2005, we had borrowings of $14.4 million under the current facility and $0 borrowings under the former credit facility, respectively. The current and the former credit facility can also be used to support letters of credit. At December 31, 2005 and January 1, 2005, letters of credit totaling $0 and $24.1 million, respectively, were issued to certain financial institutions to support purchases by our subsidiaries or local borrowings made available to certain of our subsidiaries in the Asia-Pacific region. Our available capacity under the current agreement is reduced by the amount of any issued and outstanding letters of credit.

On August 16, 2001, we sold $200 million of 9.875% senior subordinated notes due 2008 at an issue price of 99.382%, resulting in net cash proceeds of approximately $195.1 million, net of issuance costs of approximately $3.7 million. Interest on the notes was payable semi-annually in arrears on each February 15 and August 15. On the same date, we also entered into interest-rate swap agreements with two financial institutions, the effect of which was to swap our fixed-rate obligation on our senior subordinated notes for a floating rate obligation equal to 90-day LIBOR plus 4.260%. At January 1, 2005, the marked-to-market value of the interest-rate swap amounted to $14.5 million and was recorded in other assets with an offsetting adjustment to the hedged debt, bringing the total carrying value of the senior subordinated notes to $213.9 million at January 1, 2005.

On August 15, 2005, we redeemed all of our outstanding $200 million of 9.875% senior subordinated notes due 2008 in accordance with the terms of our indenture. The notes were redeemed at a redemption price of 104.938% of the principal amount of each note, plus accrued but unpaid interest. Concurrently with the redemption of the notes, we terminated our position under the interest-rate swap agreements. These actions resulted in an aggregate loss of approximately $8.4 million consisting of a loss of $9.9 million on the redemption of the senior subordinated notes and $2.6 million on the write-off of the remaining unamortized debt issuance and discount costs; partially offset by the gains of $4.1 million on the settlement of the interest-rate swap agreements. The redemption of the notes was financed through our existing borrowing capacity and cash.

We also have additional lines of credit, short-term overdraft facilities and other credit facilities with various financial institutions worldwide, which provide for borrowing capacity aggregating approximately $593 million at December 31, 2005. Most of these arrangements are on an uncommitted basis and are reviewed periodically for renewal. At December 31, 2005 and January 1, 2005, we had approximately $134.8 million and $168.6 million, respectively, outstanding under these facilities. At December 31, 2005 and January 1, 2005, letters of credit totaling approximately $53.4 million and $30.5 million, respectively, were issued principally to certain vendors to support purchases by our subsidiaries. The issuance of these letters of credit reduces our available capacity under these agreements by the same amount. The weighted average interest rate on the outstanding borrowings under these facilities was 6.1% and 5.0% per annum at December 31, 2005 and January 1, 2005, respectively.

Off-Balance Sheet Capital Resources

We have a revolving trade accounts receivable-based facility in Europe, which provides up to approximately $209 million of additional financing capacity. This facility expires in 2007. At December 31, 2005 and January 1, 2005, we had no trade accounts receivable sold to and held by third parties under our European program. Our financing capacity under the European program is dependent upon the level of our trade accounts receivable eligible to be transferred or sold into the accounts receivable financing program. At December 31, 2005, our actual aggregate capacity under this program, based on eligible accounts receivable, was approximately $207 million. We believe that there are sufficient eligible trade accounts receivable to support our anticipated financing needs under the remaining European accounts receivable financing program.

Covenant Compliance

We are required to comply with certain financial covenants under some of our on-balance sheet financing facilities, as well as our European off-balance sheet accounts receivable-based factoring facility, including minimum tangible net worth, restrictions on funded debt and interest coverage and trade accounts receivable portfolio performance covenants, including metrics related to receivables and payables. We are also restricted in the amount of additional indebtedness we can incur, dividends we can pay, as well as the amount of common stock that we can repurchase annually. At December 31, 2005, we were in compliance with all covenants or other material requirements set forth in our accounts receivable financing programs and credit agreements or other agreements with our creditors discussed above.

As is customary in trade accounts receivable-based financing arrangements, a reduction in credit ratings of the third-party issuer of commercial paper or a back-up liquidity provider (which provides a source of funding if the commercial paper market cannot be accessed) could result in an adverse change in, or loss of, our financing capacity under these programs if the commercial paper issuer and/or liquidity back-up provider is not replaced. Loss of such financing capacity could have a material adverse effect on our financial condition, results of operations and liquidity. However, based on our assessment of the duration of these programs, the history and strength of the financial partners involved, other historical data, and the remoteness of such contingencies, we believe it is unlikely that any of these risks will materialize in the near term.

Contractual Obligations

The following summarizes our financing capacity and contractual obligations at December 31, 2005 (in millions), and the effect of scheduled payments on such obligations are expected to have on our liquidity and cash flows in future periods. The amounts do not include interest, substantially all of which is incurred at variable rates.

			Payments Due by Period			
Contractual Obligations	**Total Capacity**	**Balance Outstanding**	**Less Than 1 Year**	**1-3 Years**	**3-5 Years**	**After 5 Years**
North American revolving accounts receivable-based financing facilities(1)	$ 629.0	$ 343.0	$ —	$ 343.0	$ —	$ —
European revolving trade accounts receivable-backed financing facilities(1)	397.0	—	—	—	—	—
Asia-Pacific revolving trade accounts receivable-backed financing facilities(1)	183.0	112.6	—	112.6	—	—
Revolving senior unsecured credit facilities(2)	248.0	14.4	14.4	—	—	—
Bank overdrafts and other(3)	593.0	134.8	134.8	—	—	—
Subtotal	2,050.0	604.8	149.2	455.6	—	—
European accounts receivable financing programs(4)	209.0	—	—	—	—	—
Minimum payments under operating leases and IT and business process outsourcing agreements(5)	433.7	433.7	87.2	151.0	113.9	81.6
Total	$ 2,692.7	$ 1,038.5	$ 236.4	$ 606.6	$ 113.9	$ 81.6

(1) The capacity amount in the table above represents the maximum capacity available under these facilities. Our actual capacity is dependent upon the actual amount of eligible trade accounts receivable that may be used to support these facilities. As of December 31, 2005, our actual aggregate capacity under these programs based on eligible accounts receivable was approximately $962 million (see Note 7 to our consolidated financial statements).

(2) The capacity amount in the table above represents the maximum capacity available under these facilities. These facilities can also be used to support letters of credit. At December 31, 2005, letters of credit totaling $21.2 million were issued to certain vendors to support purchases by our subsidiaries and to certain financial institutions to support banking lines for certain subsidiaries, or local borrowings from banks made available to certain of our subsidiaries. The issuance of these letters of credit reduces our available capacity by the same amount.

(3) Certain of these programs can also be used to support letters of credit. At December 31, 2005, letters of credit totaling approximately $53.4 million were issued to certain vendors to support purchases by our subsidiaries. The issuance of these letters of credit also reduces our available capacity by the same amount.

(4) The total capacity amount in the table above represents the maximum capacity available under these programs. Our actual capacity is dependent upon the actual amount of eligible trade accounts receivable that may be transferred or sold into these programs. As of December 31, 2005, our actual aggregate capacity under these programs based on eligible accounts receivable was approximately $207 million.

(5) In December 2002, we entered into an agreement with a third-party provider of IT outsourcing services. The services to be provided include mainframe, major server, desktop and enterprise storage operations, wide-area and local-area network support and engineering; systems management services; help desk

services; and worldwide voice/ PBX. This agreement expires in December 2009, but is cancelable at our option subject to payment of termination fees. In September 2005, we entered into an agreement with a leading global business process outsource service provider. The services to be provided include selected North America positions in finance and shared services, customer service, vendor management and selected U.S. positions in technical support and inside sales (excluding field sales and management positions). This agreement expires in September 2010, but is cancelable at our option subject to payment of termination fees. Additionally, we lease the majority of our facilities and certain equipment under noncancelable operating leases. Renewal and purchase options at fair values exist for a substantial portion of the leases. Amounts in this table represent future minimum payments on operating leases that have remaining noncancelable lease terms in excess of one year as well as under the IT and business process outsourcing agreements.

Our employee benefit plans permit eligible employees to make contributions up to certain limits, which are matched by us at stipulated percentages. Because our commitment under these plans is not a fixed amount, they have not been included in the contractual obligations table.

Other Matters

In December 1998, we purchased 2,972,400 shares of common stock of Softbank for approximately $50.3 million. During December 1999, we sold approximately 35% of our original investment in Softbank common stock for approximately $230.1 million, resulting in a pre-tax gain of approximately $201.3 million, net of expenses. In January 2000, we sold an additional approximately 15% of our original holdings in Softbank common stock for approximately $119.2 million, resulting in a pre-tax gain of approximately $111.5 million, net of expenses. In March 2002, we sold our remaining shares of Softbank common stock for approximately $31.8 million, resulting in a pre-tax gain of $6.5 million, net of expenses. We generally used the proceeds from these sales to reduce existing indebtedness. The realized gains, net of expenses, associated with the sales of Softbank common stock in March 2002, January 2000 and December 1999 totaled $4.1 million, $69.4 million and $125.2 million, respectively, net of deferred taxes of $2.4 million, $42.1 million and $76.1 million, respectively (see Note 8 to our consolidated financial statements).

The Softbank common stock was sold in the public market by certain of our foreign subsidiaries, which are located in a low-tax jurisdiction. At the time of each sale, we concluded that U.S. taxes were not currently payable on the gains based on our internal assessment and opinions received from our outside advisors. However, in situations involving uncertainties in the interpretation of complex tax regulations by various taxing authorities, we provide for tax liabilities unless we consider it probable that these taxes will not be due. The level of opinions received from our outside advisors and our internal assessment did not allow us to reach that conclusion on this matter and the deferred taxes were provided accordingly. Our U.S. federal tax returns were closed in September 2004 and 2003 for the fiscal years 2000 and 1999, respectively, and certain state returns for fiscal years 2000 and 1999 were closed in the third and fourth quarters of 2004, which resolved these matters for tax purposes in those jurisdictions. Accordingly, we reversed the related federal and certain state deferred tax liabilities of $40.0 million and $1.1 million associated with the gains on the 2000 and 1999 sales in the third and fourth quarters of 2004, respectively, while we reversed the related federal deferred tax liability of $70.5 million associated with the gain on the 1999 sale in the third quarter of 2003, thereby reducing our income tax provisions for both years in the consolidated statement of income. In 2005, we had settled and paid the tax liabilities of $1.4 million and $2.8 million associated with the gains realized in 2000 and 1999, respectively, with certain state tax jurisdictions and favorably resolved and reversed tax liabilities of $1.0 million and $1.4 million related to tax years 2000 and 1999, respectively, for such tax jurisdictions. Although we review our assessments of the remaining tax liability on a regular basis, at December 31, 2005, we cannot currently determine when the remaining tax liabilities of $2.5 million ($2.7 million including estimated interest) related to these gains will be finally resolved with the taxing authorities, or if the taxes will ultimately be paid. As a result, we continue to provide for these tax liabilities. If we are successful in obtaining a favorable resolution of this matter, our tax provision would be reduced to reflect the elimination of some or all of these deferred tax liabilities. However, in the event of an unfavorable resolution, we believe that we will be able to fund any such taxes that may be assessed on this matter with our available sources of liquidity. The

U.S. Internal Revenue Service is in the process of examining our federal tax returns for fiscal years 2001 to 2003.

During 2002 and 2003, one of our Latin American subsidiaries was audited by the Brazilian taxing authorities in relation to certain commercial taxes. As a result of this audit, the subsidiary received an assessment of 30.6 million Brazilian reais, including interest and penalties computed through December 31, 2005, or approximately $13.1 million at December 31, 2005, alleging these commercial taxes were not properly remitted for the subsidiary's purchase of imported software during the period January through September 2002. The Brazilian taxing authorities may make similar claims for periods subsequent to September 2002. Additional assessments for periods subsequent to September 2002, if received, may be significant either individually or in the aggregate. It is management's opinion, based upon the opinions of outside legal counsel, that we have valid defenses to the assessment of these taxes on the purchase of imported software for the 2002 period at issue or any subsequent period. Although we are vigorously pursuing administrative and judicial action to challenge the assessment, no assurance can be given as to the ultimate outcome. An unfavorable resolution of this matter is not expected to have a material impact on our financial condition, but depending upon the time period and amounts involved it may have a material negative effect on our consolidated results of operations or cash flows.

We received an informal inquiry from the SEC during the third quarter of 2004. The SEC's focus to date has been related to certain transactions with McAfee, Inc. (formerly Network Associates, Inc. or NAI) from 1998 through 2000. We also received subpoenas from the U.S. Attorney's office for the Northern District of California ("Department of Justice") in connection with its grand jury investigation of NAI, which seek information concerning these transactions. On January 4, 2006, McAfee and the SEC made public the terms of a settlement they had reached with respect to McAfee. We continue to cooperate fully with the SEC and the Department of Justice in their inquiries. We are engaged in discussions with the SEC toward a possible resolution of matters concerning these NAI-related transactions. We cannot predict with certainty the outcome of these discussions, nor their timing, nor can we reasonably estimate the amount of any loss or range of loss that might be incurred as a result of the resolution of these matters with the SEC and the Department of Justice. Such amounts may be material to our consolidated results of operations or cash flows.

Transactions with Related Parties

In 2005, we have loans receivable from certain of our non-executive associates. These loans, individually ranging up to $0.3 million, have interest rates ranging from 2.84% to 6.23% per annum and are payable up to six years. Loans to executive officers, unless granted prior to their election to such position, were granted and approved by the Human Resources Committee of our Board of Directors prior to July 30, 2002, the effective date of the Sarbanes-Oxley Act of 2002. No material modification or renewals to these loans to executive officers have been made since that date or subsequent to the employee's election as an executive officer, if later. At December 31, 2005 and January 1, 2005, our employee loans receivable balance was $0.6 million and $0.5 million, respectively.

In July 2005, we assumed from AVAD agreements with certain representative companies owned by the former owners of AVAD, who are now employed with us. These include agreements with two of the representative companies to sell products on our behalf for a commission. In fiscal 2005, total sales generated by these companies were approximately $8.2 million, resulting in our recording of a commission expense of approximately $0.2 million. In addition, we also assumed an operating lease agreement for a facility in Taunton, Massachusetts owned by the former owners of AVAD with an annual rental expense of approximately $0.2 million up to January 2024. In fiscal 2005, rent expense under this lease was approximately $0.1 million.

New Accounting Standards

Refer to Note 2 to consolidated financial statements for the discussion of new accounting standards.

Market Risk

We are exposed to the impact of foreign currency fluctuations and interest rate changes due to our international sales and global funding. In the normal course of business, we employ established policies and procedures to manage our exposure to fluctuations in the value of foreign currencies and interest rates using a variety of financial instruments. It is our policy to utilize financial instruments to reduce risks where internal netting cannot be effectively employed. It is our policy not to enter into foreign currency or interest rate transactions for speculative purposes.

Our foreign currency risk management objective is to protect our earnings and cash flows resulting from sales, purchases and other transactions from the adverse impact of exchange rate movements. Foreign exchange risk is managed by using forward contracts to offset exchange risk associated with receivables and payables. By policy, we maintain hedge coverage between minimum and maximum percentages. Currency interest rate swaps are used to hedge foreign currency denominated principal and interest payments related to intercompany and third-party loans. During 2005, hedged transactions were denominated in U.S. dollars, Canadian dollars, euros, pounds sterling, Danish krone, Hungarian forint, Norwegian kroner, Swedish krona, Swiss francs, Australian dollars, Indian rupees, Malaysian ringit, New Zealand dollars, Singaporean dollars, Thai baht, Brazilian reais, Chilean peso and Mexican peso.

We are exposed to changes in interest rates primarily as a result of our long-term debt used to maintain liquidity and finance working capital, capital expenditures and business expansion. Our interest rate risk management objective is to limit the impact of interest rate changes on earnings and cash flows and to lower our overall borrowing costs. To achieve our objectives we use a combination of fixed- and variable-rate debt and interest rate swaps. As of December 31, 2005 and January 1, 2005, substantially all of our outstanding debt had variable interest rates.

Market Risk Management

Foreign exchange and interest rate risk and related derivatives used are monitored using a variety of techniques including a review of market value, sensitivity analysis and Value-at-Risk ("VaR"). The VaR model determines the maximum potential loss in the fair value of market-sensitive financial instruments assuming a one-day holding period. The VaR model estimates were made assuming normal market conditions and a 95% confidence level. There are various modeling techniques that can be used in the VaR computation. Our computations are based on interrelationships between currencies and interest rates (a "variance/co-variance" technique). The model includes all of our forwards, cross-currency and other interest rate swaps, fixed-rate debt and nonfunctional currency denominated cash and debt (i.e., our market-sensitive derivative and other financial instruments as defined by the SEC). The accounts receivable and accounts payable denominated in foreign currencies, which certain of these instruments are intended to hedge, were excluded from the model.

The VaR model is a risk analysis tool and does not purport to represent actual losses in fair value that will be incurred by us, nor does it consider the potential effect of favorable changes in market rates. It also does not represent the maximum possible loss that may occur. Actual future gains and losses will likely differ from those estimated because of changes or differences in market rates and interrelationships, hedging instruments and hedge percentages, timing and other factors.

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The following table sets forth the estimated maximum potential one-day loss in fair value, calculated using the VaR model (in millions). We believe that the hypothetical loss in fair value of our derivatives would be offset by gains in the value of the underlying transactions being hedged.

	Interest Rate Sensitive Financial Instruments	Currency Sensitive Financial Instruments	Combined Portfolio
VaR as of December 31, 2005	$ 6.5	$ 0.2	$ 4.9
VaR as of January 1, 2005	8.7	0.4	6.5

ITEM 7A. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

Information concerning quantitative and qualitative disclosures about market risk is included under the captions "Market Risk" and "Market Risk Management" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Form 10-K.

ITEM 8. *FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA*

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INGRAM MICRO INC.

CONSOLIDATED BALANCE SHEET

	Fiscal Year End 2005	Fiscal Year End 2004
	(Dollars in 000s, except share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 324,481	$ 398,423
Trade accounts receivable (less allowances of $81,831 and $93,465)	3,186,115	3,037,417
Inventories	2,208,660	2,175,185
Other current assets	352,042	471,137
Total current assets	6,071,298	6,082,162
Property and equipment, net	179,435	199,133
Goodwill	638,416	559,665
Other assets	145,841	85,777
Total assets	$ 7,034,990	$ 6,926,737
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 3,476,845	$ 3,536,880
Accrued expenses	479,422	607,684
Current maturities of long-term debt	149,217	168,649
Total current liabilities	4,105,484	4,313,213
Long-term debt, less current maturities	455,650	346,183
Other liabilities	35,258	26,531
Total liabilities	4,596,392	4,685,927
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred Stock, $0.01 par value, 25,000,000 shares authorized; no shares issued and outstanding	—	—
Class A Common Stock, $0.01 par value, 500,000,000 shares authorized; 162,366,283 and 158,737,898 shares issued and outstanding in 2005 and 2004, respectively	1,624	1,587
Class B Common Stock, $0.01 par value, 135,000,000 shares authorized; no shares issued and outstanding	—	—
Additional paid-in capital	874,984	817,378
Retained earnings	1,538,761	1,321,855
Accumulated other comprehensive income	23,324	99,990
Unearned compensation	(95)	—
Total stockholders' equity	2,438,598	2,240,810
Total liabilities and stockholders' equity	$ 7,034,990	$ 6,926,737

See accompanying notes to these consolidated financial statements.

INGRAM MICRO INC.

CONSOLIDATED STATEMENT OF INCOME

	Fiscal Year 2005	Fiscal Year 2004	Fiscal Year 2003
	(Dollars in 000s, except per share data)		
Net sales	$ 28,808,312	$ 25,462,071	$ 22,613,017
Cost of sales	27,233,334	24,060,029	21,389,529
Gross profit	1,574,978	1,402,042	1,223,488
Operating expenses:			
Selling, general and administrative	1,196,516	1,121,571	1,045,725
Reorganization costs	16,276	(2,896)	21,570
	1,212,792	1,118,675	1,067,295
Income from operations	362,186	283,367	156,193
Other expense (income):			
Interest income	(4,249)	(7,354)	(9,933)
Interest expense	48,957	37,509	33,447
Losses on sales of receivables	1,552	5,015	10,206
Net foreign exchange loss (gain)	961	(19,501)	3,695
Loss on redemption of senior subordinated notes	8,413	—	—
Other	4,615	4,422	2,984
	60,249	20,091	40,399
Income before income taxes	301,937	263,276	115,794
Provision for (benefit from) income taxes	85,031	43,375	(33,407)
Net income	$ 216,906	$ 219,901	$ 149,201
Basic earnings per share	$ 1.35	$ 1.41	$ 0.99
Diluted earnings per share	$ 1.32	$ 1.38	$ 0.98

See accompanying notes to these consolidated financial statements.

INGRAM MICRO INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

(Dollars in 000s)

	Common Stock Class A	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Unearned Compensation	Total
December 28, 2002	$ 1,508	$ 707,689	$ 952,753	$ (25,548)	$ (413)	$ 1,635,989
Stock options exercised	11	10,251				10,262
Income tax benefit from exercise of stock options		1,151				1,151
Grant of restricted Class A Common Stock		460			(460)	—
Issuance of Class A Common Stock related to Employee Stock Purchase Plan	1	474				475
Stock-based compensation expense		785			726	1,511
Comprehensive income			149,201	74,360		223,561
January 3, 2004	1,520	720,810	1,101,954	48,812	(147)	1,872,949
Stock options exercised	66	84,452				84,518
Income tax benefit from exercise of stock options		10,099				10,099
Grant of restricted Class A Common Stock		589			(589)	—
Issuance of Class A Common Stock related to Employee Stock Purchase Plan	1	757				758
Stock-based compensation expense		935			736	1,671
Surrender of restricted Class A Common Stock associated with payment of withholding tax		(264)				(264)
Comprehensive income			219,901	51,178		271,079
January 1, 2005	1,587	817,378	1,321,855	99,990	—	2,240,810
Stock options exercised	36	49,240				49,276
Income tax benefit from exercise of stock options		6,584				6,584
Grant of restricted Class A Common Stock and stock units	1	1,031			(1,032)	—
Stock-based compensation expense		751			937	1,688
Comprehensive income			216,906	(76,666)		140,240
December 31, 2005	$ 1,624	$ 874,984	$ 1,538,761	$ 23,324	$ (95)	$ 2,438,598

See accompanying notes to these consolidated financial statements.

INGRAM MICRO INC.

CONSOLIDATED STATEMENT OF CASH FLOWS

	Fiscal Year 2005	Fiscal Year 2004	Fiscal Year 2003
		(Dollars in 000s)	
Cash flows from operating activities:			
Net income	$ 216,906	$ 219,901	$ 149,201
Adjustments to reconcile net income to cash provided (used) by operating activities:			
Depreciation and amortization	64,338	57,657	78,519
Gain on forward currency exchange contract	—	(23,120)	—
Noncash gains on disposals of property and equipment and investments	—	—	(980)
Loss on sale of a business	—	—	5,067
Noncash charges for interest and compensation	2,775	3,135	3,218
Loss on redemption of senior subordinated notes	8,413	—	—
Deferred income taxes	16,824	(25,853)	(53,903)
Changes in operating assets and liabilities, net of effects of acquisitions:			
Changes in amounts sold under accounts receivable programs	—	(60,000)	(15,000)
Accounts receivable	(219,692)	(187,073)	95,248
Inventories	(37,428)	(54,178)	(245,070)
Other current assets	122,729	(77,885)	(812)
Accounts payable	10,531	368,156	34,626
Accrued expenses	(177,175)	140,194	(144,902)
Cash provided (used) by operating activities	8,221	360,934	(94,788)
Cash flows from investing activities:			
Purchase of property and equipment	(38,842)	(36,985)	(35,003)
Proceeds from sale of property and equipment	—	—	7,826
Proceeds from forward currency exchange contract	—	23,120	—
Acquisitions, net of cash acquired	(140,566)	(402,181)	(9,416)
Other	—	4,501	(307)
Cash used by investing activities	(179,408)	(411,545)	(36,900)
Cash flows from financing activities:			
Proceeds from exercise of stock options	49,276	84,518	10,262
Redemption of senior subordinated notes	(205,801)	—	—
Net proceeds from (repayments of) debt	305,838	(12,760)	(6,077)
Changes in book overdrafts	(28,932)	77,742	5,144
Cash provided by financing activities	120,381	149,500	9,329
Effect of exchange rate changes on cash and cash equivalents	(23,136)	19,947	14,433
Increase (decrease) in cash and cash equivalents	(73,942)	118,836	(107,926)
Cash and cash equivalents, beginning of year	398,423	279,587	387,513
Cash and cash equivalents, end of year	$ 324,481	$ 398,423	$ 279,587
Supplemental disclosures of cash flow information:			
Cash payments during the year:			
Interest	$ 50,281	$ 34,937	$ 38,581
Income taxes	65,847	30,755	41,603

See accompanying notes to these consolidated financial statements.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in 000s, except per share data)

Note 1 — Organization and Basis of Presentation

Ingram Micro Inc. ("Ingram Micro") and its subsidiaries are primarily engaged in the distribution of information technology ("IT") products and supply chain solutions worldwide. Ingram Micro operates in North America, Europe, Latin America and Asia-Pacific.

Note 2 — Significant Accounting Policies

Basis of Consolidation

The consolidated financial statements include the accounts of Ingram Micro and its subsidiaries (collectively referred to herein as the "Company"). All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The fiscal year of the Company is a 52- or 53-week period ending on the Saturday nearest to December 31. All references herein to "2005," "2004" and "2003" represent the 52-week fiscal year ended December 31, 2005, 52-week fiscal year ended January 1, 2005, and the 53-week fiscal year ended January 3, 2004, respectively.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S.") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the financial statement date, and reported amounts of revenue and expenses during the reporting period. Significant estimates primarily relate to the realizable value of accounts receivable, vendor programs, inventories, goodwill, intangible and other long-lived assets, income taxes, and contingencies and litigation. Actual results could differ from these estimates.

Revenue Recognition

Revenue on products shipped is recognized when title and risk of loss transfers, delivery has occurred, the price to the buyer is determinable and collectibility is reasonably assured. Service revenues are recognized upon delivery of the services. Service revenues have represented less than 10% of total net sales for 2005, 2004 and 2003. The Company, under specific conditions, permits its customers to return or exchange products. The provision for estimated sales returns is recorded concurrently with the recognition of revenue. The net impact on gross margin from estimated sales returns is included in allowances against trade accounts receivable in the consolidated balance sheet.

Vendor Programs

Funds received from vendors for price protection, product rebates, marketing/promotion, infrastructure reimbursement and meet competition are recorded as adjustments to product costs, revenue, or selling, general and administrative expenses according to the nature of the program. Some of these programs may extend over one or more quarterly reporting periods. The Company accrues rebates or other vendor incentives as earned based on sales of qualifying products or as services are provided in accordance with the terms of the related program.

The Company sells products purchased from many vendors, but generated approximately 23%, 22% and 24% of its net sales in fiscal years 2005, 2004 and 2003, respectively, from products purchased from Hewlett-

Packard Company. There were no other vendors that represented 10% or more of the Company's net sales in each of the last three years.

Warranties

The Company's suppliers generally warrant the products distributed by the Company and allow returns of defective products, including those that have been returned to the Company by its customers. The Company does not independently warrant the products it distributes; however, local laws might impose warranty obligations upon distributors (such as in the case of supplier liquidation). The Company is obligated to provide warranty protection for sales of certain IT products within the European Union ("EU") for up to two years as required under the EU directive where vendors have not affirmatively agreed to provide pass-through protection. In addition, the Company warrants its services, products that it builds-to-order from components purchased from other sources, and its own branded products. Provision for estimated warranty costs is recorded at the time of sale and periodically adjusted to reflect actual experience. Warranty expense and the related obligations are not material to the Company's consolidated financial statements.

Foreign Currency Translation and Remeasurement

Financial statements of foreign subsidiaries, for which the functional currency is the local currency, are translated into U.S. dollars using the exchange rate at each balance sheet date for assets and liabilities and a weighted average exchange rate for each period for statement of income items. Translation adjustments are recorded in accumulated other comprehensive income, a component of stockholders' equity. The functional currency of the Company's operations in Latin America and certain operations within the Company's Asia-Pacific and European regions is the U.S. dollar; accordingly, the monetary assets and liabilities of these subsidiaries are translated into U.S. dollars at the exchange rate in effect at the balance sheet date. Revenues, expenses, gains or losses are translated at the average exchange rate for the period, and nonmonetary assets and liabilities are translated at historical rates. The resultant remeasurement gains and losses of these operations as well as gains and losses from foreign currency transactions are included in the consolidated statement of income.

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and other accrued expenses approximate fair value because of the short maturity of these items. The carrying amounts of outstanding debt issued pursuant to bank credit agreements approximate fair value because interest rates over the relative term of these instruments approximate current market interest rates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. Book overdrafts of $241,989 and $213,057 as of December 31, 2005 and January 1, 2005, respectively, are included in accounts payable.

Inventories

Inventories are stated at the lower of average cost or market.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives noted below. The Company also capitalizes computer software costs that meet both the definition of internal-use software and defined criteria for capitalization in accordance with Statement of

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Position No. 98-1, “Accounting for the Cost of Computer Software Developed or Obtained for Internal Use.” Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life. Depreciable lives of property and equipment are as follows:

Buildings	40 years
Leasehold improvements	3-17 years
Distribution equipment	5-10 years
Computer equipment and software	3-8 years

Maintenance, repairs and minor renewals are charged to expense as incurred. Additions, major renewals and betterments to property and equipment are capitalized.

Long-Lived and Intangible Assets

In accordance with Statement of Financial Accounting Standards No. 144 “Accounting for the Impairment or Disposal of Long-lived Assets,” the Company assesses potential impairments to its long-lived assets when events or changes in circumstances indicate that the carrying amount may not be fully recoverable. If required, an impairment loss is recognized as the difference between the carrying value and the fair value of the assets. Identifiable intangible assets are amortized over the life of the assets ranging from 6 to 10 years.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets acquired in an acquisition accounted for using the purchase method. The Company adopted the provisions of Statement of Financial Accounting Standards No. 142, “Goodwill and Other Intangible Assets” (“FAS 142”) in 2002. FAS 142 eliminated the amortization of goodwill. FAS 142 requires that after the initial impairment review upon adoption, goodwill should be reviewed at least annually thereafter. In the fourth quarters of 2005, 2004 and 2003, the Company performed its annual impairment tests of goodwill in North America, Europe and Asia-Pacific. The valuation methodologies included, but were not limited to, estimated net present value of the projected future cash flows of these reporting units. In connection with these tests, valuations of the individual reporting units were obtained or updated from an independent third-party valuation firm. No impairment was indicated based on these tests.

The changes in the carrying amount of goodwill for fiscal years 2005 and 2004 are as follows:

	North America	Europe	Asia-Pacific	Latin America	Total
Balance at January 3, 2004	$ 78,444	$ 9,308	$ 156,422	$ —	$ 244,174
Acquisitions	—	2,610	308,497	—	311,107
Foreign currency translation	51	857	3,476	—	4,384
Balance at January 1, 2005	78,495	12,775	468,395	—	559,665
Acquisitions	77,609	645	3,928	—	82,182
Foreign currency translation	28	(1,693)	(1,766)	—	(3,431)
Balance at December 31, 2005	$ 156,132	$ 11,727	$ 470,557	$ —	$ 638,416

The addition to goodwill of $77,609 in North America for fiscal year 2005 relates to the acquisition of certain net assets of AVAD (see Note 4 for the detailed discussion of the AVAD acquisition).

In 2002, the Company acquired a value-add IT distributor in Belgium. The purchase agreement required payments of an initial purchase price plus additional cash payments up to Euro 1,130 for each of the next three years after 2002 based on an earn-out formula. The addition to goodwill of $2,610 in Europe for fiscal year 2004 represents the amount paid to the sellers for the first and second year's earn-out achievement. During 2005, the Company recorded an estimated payable of $445 for the final earn-out achievement. This earn-out amount may increase based on the final computation agreed to by the sellers and the Company.

During 2005, the Company acquired the remaining shares of stock held by minority shareholders of its subsidiaries in New Zealand and India. The total purchase price for these acquisitions consisted of cash payments of $596, resulting in the recording of approximately $577 of goodwill in Asia-Pacific. In addition, the Company made an adjustment to the purchase price allocation associated with the acquisition of Techpac Holdings Limited, or Tech Pacific. The adjustment reflects additional liabilities of $3,351 for costs associated with reductions in Tech Pacific's workforce and closure and consolidation of Tech Pacific's facilities, which were made redundant by the acquisition. This adjustment resulted in an increase of goodwill for that same amount (see Note 4 for the detailed discussion of the Tech Pacific acquisition).

During 2005, the Company settled for $200 a court action filed by several minority shareholders of Ingram Macrotron AG, a German-based distribution company, contesting the adequacy of the original purchase price paid by the Company, resulting in the recording of the same amount of goodwill.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of trade accounts receivable and derivative financial instruments. Credit risk with respect to trade accounts receivable is limited due to the large number of customers and their dispersion across geographic areas. No single customer accounts for 10% or more of the Company's net sales. The Company performs ongoing credit evaluations of its customers' financial conditions, obtains credit insurance in certain locations and requires collateral in certain circumstances. The Company maintains an allowance for estimated credit losses.

Derivative Financial Instruments

The Company operates in various locations around the world. The Company reduces its exposure to fluctuations in interest rates and foreign exchange rates by creating offsetting positions through the use of derivative financial instruments. The market risk related to the foreign exchange agreements is offset by changes in the valuation of the underlying items being hedged. The Company currently does not use derivative financial instruments for trading or speculative purposes, nor is the Company a party to leveraged derivatives.

Foreign exchange risk is managed primarily by using forward contracts to hedge foreign currency denominated receivables and payables. Currency interest rate swaps are used to hedge foreign currency denominated principal and interest payments related to intercompany loans.

All derivatives are recorded in the Company's consolidated balance sheet at fair value. The estimated fair value of derivative financial instruments represents the amount required to enter into similar offsetting contracts with similar remaining maturities based on quoted market prices. As disclosed in Note 7, in 2004, the Company had an interest rate swap that was designated as a fair value hedge. Changes in the fair value of this derivative were recorded in current earnings and were offset by the like change in the fair value of the hedged debt instrument. Changes in the fair value of derivatives not designated as hedges are recorded in current earnings.

The notional amount of forward exchange contracts is the amount of foreign currency bought or sold at maturity. The notional amount of interest rate swaps is the underlying principal amount used in determining the interest payments exchanged over the life of the swap. Notional amounts are indicative of the extent of the Company's involvement in the various types and uses of derivative financial instruments and are not a measure of the Company's exposure to credit or market risks through its use of derivatives.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Credit exposure for derivative financial instruments is limited to the amounts, if any, by which the counterparties' obligations under the contracts exceed the obligations of the Company to the counterparties. Potential credit losses are minimized through careful evaluation of counterparty credit standing, selection of counterparties from a limited group of high-quality institutions and other contract provisions.

Derivative financial instruments comprise the following:

	Fiscal Year End			
	2005		2004	
	Notional Amounts	Estimated Fair Value	Notional Amounts	Estimated Fair Value
Foreign exchange forward contracts	$ 1,486,538	$ 43,556	$ 1,401,648	$ (110,615)
Interest rate swaps	—	—	739,741	(4,131)

Comprehensive Income

Statement of Financial Accounting Standards No. 130, "Reporting Comprehensive Income" ("FAS 130") establishes standards for reporting and displaying comprehensive income and its components in the Company's consolidated financial statements. Comprehensive income is defined in FAS 130 as the change in equity (net assets) of a business enterprise during a period from transactions and other events and circumstances from nonowner sources and is comprised of net income and other comprehensive income (loss).

The components of comprehensive income are as follows:

	Fiscal Year		
	2005	2004	2003
Net income	$ 216,906	$ 219,901	$ 149,201
Changes in foreign currency translation adjustments	(76,666)	51,178	74,360
Comprehensive income	$ 140,240	$ 271,079	$ 223,561

Accumulated other comprehensive income included in stockholders' equity totaled $23,324, $99,990 and $48,812 at December 31, 2005, January 1, 2005 and January 3, 2004, respectively, and consisted solely of foreign currency translation adjustments.

Earnings Per Share

The Company reports a dual presentation of Basic Earnings Per Share ("Basic EPS") and Diluted Earnings Per Share ("Diluted EPS"). Basic EPS excludes dilution and is computed by dividing net income by the weighted average number of common shares outstanding during the reported period. Diluted EPS reflects the potential dilution that could occur if stock options and warrants, and other commitments to issue common stock were exercised using the treasury stock method or the if-converted method, where applicable.

The computation of Basic EPS and Diluted EPS is as follows:

	Fiscal Year		
	2005	2004	2003
Net income	$ 216,906	$ 219,901	$ 149,201
Weighted average shares	160,262,465	155,451,251	151,220,639
Basic earnings per share	$ 1.35	$ 1.41	$ 0.99
Weighted average shares including the dilutive effect of stock options and warrants (4,068,701; 4,228,789; and 1,087,755 for 2005, 2004, and 2003, respectively)	164,331,166	159,680,040	152,308,394
Diluted earnings per share	$ 1.32	$ 1.38	$ 0.98

There were approximately 6,983,000, 12,813,000, and 23,756,000 options and warrants in 2005, 2004, and 2003, respectively, that were not included in the computation of Diluted EPS because the exercise price was greater than the average market price of the Class A Common Stock, thereby resulting in an antidilutive effect.

Accounting for Stock-Based Compensation

The Company has adopted the provisions of Statement of Financial Accounting Standards No. 148, “Accounting for Stock Based Compensation — Transition and Disclosure” (“FAS 148”), which amends FASB Statement No. 123, “Accounting for Stock-Based Compensation.” As permitted by FAS 148, the Company has continued to measure compensation cost in accordance with Accounting Principles Board Opinion No. 25, “Accounting for Stock Issued to Employees” (“APB 25”) and related interpretations, but provides pro forma disclosures of net income and earnings per share as if the fair-value method had been applied. The following table illustrates the effect on net income and earnings per share if the Company had applied the fair value recognition provisions to stock-based employee compensation.

	Fiscal Year		
	2005	2004	2003
Net income, as reported	$ 216,906	$ 219,901	$ 149,201
Compensation expense as determined under FAS 123, net of related tax effects	17,068	26,479	28,363
Pro forma net income	$ 199,838	$ 193,422	$ 120,838
Earnings per share:			
Basic — as reported	$ 1.35	$ 1.41	$ 0.99
Basic — pro forma	$ 1.25	$ 1.24	$ 0.80
Diluted — as reported	$ 1.32	$ 1.38	$ 0.98
Diluted — pro forma	$ 1.21	$ 1.21	$ 0.79

The weighted average fair value per option granted in 2005, 2004, and 2003 was $6.04, $4.80, and $3.93, respectively. The fair value of options was estimated using the Black-Scholes option-pricing model assuming no dividends and using the following weighted average assumptions:

	Fiscal Year		
	2005	2004	2003
Risk-free interest rate	3.71%	2.72%	1.90%
Expected years until exercise	3.5 years	3.0 years	3.0 years
Expected stock volatility	41.8%	41.8%	49.3%

New Accounting Standards

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payment," ("FAS 123R"). In March 2005, the Securities and Exchange Commission (the "SEC") issued Staff Accounting Bulletin No. 107, "Share-Based Payment," which further explains FAS 123R. FAS 123R revises Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation," ("FAS 123"), and supersedes Accounting Principles Board Opinion 25, "Accounting for Stock Issued to Employees" and related interpretations and Statement of Financial Accounting Standards No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure." FAS 123R as amended requires compensation cost relating to all share-based payments to employees to be recognized in the financial statements based on their fair values and is effective for the Company's fiscal year beginning January 1, 2006. The pro forma disclosures previously permitted under FAS 123 will no longer be an alternative to financial statement recognition. Based on the Company's evaluation of the requirements of FAS 123R, as well as its existing long-term incentive compensation strategies, the Company currently expects that it will incur approximately $30,000 in an additional operating expenses throughout 2006 resulting from the adoption of FAS 123R.

FASB Staff Position No. 109-2, "Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004," provides guidance with respect to recording the potential impact of the repatriation provisions of the American Jobs Creation Act of 2004 ("AJCA") on income tax expense and deferred tax liabilities. The AJCA was signed into law in October 2004 and allows the Company to repatriate up to $500,000 of permanently reinvested foreign earnings in 2005 at an effective tax rate of 5.25%. The Company has opted not to take advantage of this new provision of the AJCA.

In June 2005, the Financial Accounting Standards Board issued FASB Staff Position 143-1, "Accounting for Electronic Equipment Waste Obligations," ("FSP 143-1"). FSP 143-1 provides guidance on the accounting for certain obligations associated with the Waste Electrical and Electronic Equipment Directive (the "Directive"), adopted by the EU. Under the Directive, the waste management obligation for historical equipment (products put on the market on or prior to August 13, 2005) remains with the commercial user until the customer replaces the equipment. The Company will apply the provisions of FSP 143-1, which require the measurement in recognition of the liability and obligation associated with the historical waste, upon the Directive's adoption into law by the applicable EU member countries in which it operates. The Company is in the process of assessing what impact, if any, the Directive and FSP 143-1 may have on its consolidated financial position or results of operations.

Note 3 — Reorganization Costs and Profit Enhancement Program

In April 2005, the Company announced an outsourcing and optimization plan that is expected to improve operating efficiencies within its North American region. The plan, which is now substantially completed, included an outsourcing arrangement that moved transaction-oriented service and support functions — including certain North America positions in finance and shared services, customer service, vendor management and certain U.S. positions in technical support and inside sales (excluding field sales and management positions) — to a leading global business process outsource provider. As part of the plan, the Company also restructured and consolidated other job functions within the North American region. Total costs of the actions, or major-program costs, incurred in 2005 were $26,582 ($9,649 of reorganization costs primarily for workforce reductions and facility exit costs, as well as $16,933 of other major-program costs charged to selling, general and administrative expenses ("SG&A") primarily for consulting, incremental depreciation of fixed assets resulting from the reduction in useful lives to coincide with the facility closure, retention and other expenses).

In November 2004, the Company acquired all of the outstanding shares of Tech Pacific. The Company substantially completed the integration of the operations of its pre-existing Asia-Pacific business with Tech Pacific in the third quarter of 2005. During 2005, integration expenses incurred totaled $12,711, comprised of $6,709 of reorganization costs primarily for employee termination benefits, facility exit costs and other contract termination costs for associates and facilities of the Company made redundant by this acquisition as well as $6,002 of other costs charged to SG&A expenses primarily for consulting, incremental depreciation of fixed assets resulting from the reduction in useful lives to coincide with the facility closures, and other expenses related to the integration of this acquisition.

In September 2002, the Company announced a comprehensive profit enhancement program, which was designed to improve operating income through enhancements in gross margins and reduction of SG&A expenses. The Company implemented detailed initiatives under the comprehensive profit enhancement program in 2002 and 2003. Key components of these initiatives included enhancement and/or rationalization of vendor and customer programs, optimization of facilities and systems, outsourcing of certain IT infrastructure functions, geographic consolidations and administrative restructuring. For 2003, the Company incurred $31,008 of costs related to this profit enhancement program. These costs consisted primarily of reorganization costs of $13,609 in 2003 and other program implementation costs charged to cost of sales and SG&A expenses, or other major-program costs, of $17,399 in 2003. Reorganization costs included severance expenses, lease termination costs and other costs associated with the exit of facilities or other contracts. The other major-program costs consisted of program management and consulting expenses, accelerated depreciation, losses on disposals of certain assets, costs associated with geographic relocation, costs related to the outsourcing of certain IT infrastructure functions, and inventory and vendor-program losses primarily associated with the exit of certain businesses.

During 2003, the Company incurred incremental reorganization costs of $7,961 and incremental other major-program costs of $6,407, which were not part of the original scope of the profit enhancement program announced in September 2002. These costs primarily related to the further consolidation of operations in the Nordic areas of Europe and a loss on the sale of a non-core German semiconductor equipment distribution business.

In addition, prior to September 2002, the Company had implemented other actions outside the scope of the comprehensive profit enhancement program, which were designed to further improve operating results. Those initiatives included enhancement and/or rationalization of vendor and customer programs, optimization of facilities and systems and geographic consolidations and administrative restructuring.

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Reorganization Costs

The following table summarizes the components of the Company's reorganization costs by region for each of the fiscal years ended 2005, 2004 and 2003 resulting from the detailed actions discussed above.

Year Ended	Headcount Reduction	Employee Termination Benefits	Facility Costs	Other Costs	Total Cost
2005					
North America	580	$ 7,219	$ 2,430	$ —	$ 9,649
Europe	—	(75)	(7)	—	(82)
Asia-Pacific	320	4,082	2,127	500	6,709
Latin America	—	—	—	—	—
Total	900	$ 11,226	$ 4,550	$ 500	$ 16,276
2004					
North America	—	$ (125)	$ (2,109)	$ —	$ (2,234)
Europe	—	(59)	(919)	—	(978)
Asia-Pacific	30	316	—	—	316
Latin America	—	—	—	—	—
Total	30	$ 132	$ (3,028)	$ —	$ (2,896)
2003					
North America	680	$ 6,417	$ 3,298	$ 1,519	$ 11,234
Europe	165	2,658	6,780	(236)	9,202
Asia-Pacific	25	74	—	—	74
Latin America	170	922	125	13	1,060
Total	1,040	$ 10,071	$ 10,203	$ 1,296	$ 21,570

The following are descriptions of the detailed actions under the broad-based reorganization plan, the comprehensive profit enhancement program and additional profit enhancement opportunities as well as adjustments recorded during 2005.

Year ended December 31, 2005

The reorganization costs of $16,276 for fiscal year 2005 consists of $9,847 relating to the outsourcing and optimization plan in North America, $6,709 relating to the integration of Tech Pacific in Asia-Pacific; partially offset by net adjustments of $280 for detailed actions taken in previous periods discussed below.

The reorganization costs of $9,847 in North America include employee termination benefits of $7,219 for approximately 580 employees and $2,628 for estimated lease exit costs in connection with closing and consolidating facilities. The reorganization costs of $6,709 in Asia-Pacific include employee termination benefits of $4,082 for approximately 320 employees, $2,127 for estimated lease exit costs in connection with closing and consolidating redundant facilities and $500 of other costs primarily due to contract terminations.

The payment activities and adjustments in 2005 and the remaining liability at December 31, 2005 related to these detailed actions are summarized as follows:

	Reorganization Costs	Amounts Paid and Charged Against the Liability	Adjustments	Remaining Liability at December 31, 2005
Employee termination benefits	$ 11,301	$ 8,541	$ —	$ 2,760
Facility costs	4,755	2,089	—	2,666
Other costs	500	500	—	—
Total	$ 16,556	$ 11,130	$ —	$ 5,426

Year ended January 1, 2005

The credit adjustment to reorganization costs of $2,896 for 2004 consisted of $316 incurred and paid for workforce reductions in Asia-Pacific in fiscal year 2004 and net credit adjustments of $3,212 related to detailed actions taken in previous quarters. The credit adjustments of $3,212 primarily consisted of $184 ($125 in North America and $59 in Europe) for lower than expected costs associated with employee termination benefits and $3,028 (net credit adjustments of $2,109 in North America and $919 in Europe) for lower than expected lease exit costs associated with facility consolidations.

Year ended January 3, 2004

Reorganization costs for fiscal year 2003 were primarily comprised of employee termination benefits for workforce reductions worldwide and lease exit costs for facility consolidations in North America, Europe and Latin America. These restructuring actions are complete; however, future cash outlays will be required primarily due to future lease payments related to exited facilities.

The payment activities and adjustments in 2005 and the remaining liability at December 31, 2005 related to these detailed actions are summarized as follows:

	Outstanding Liability at January 1, 2005	Amounts Paid and Charged Against the Liability	Adjustments	Remaining Liability at December 31, 2005
Employee termination benefits	$ 164	$ 164	$ —	$ —
Facility costs	2,198	1,972	1,435	1,661
Total	$ 2,362	$ 2,136	$ 1,435	$ 1,661

The net adjustments of $1,435 reflect higher than expected costs to settle a lease obligation of $1,442 in North America offset by a credit of $7 in Europe for lower than expected lease obligation costs.

Actions prior to December 28, 2002

Prior to December 28, 2002, detailed actions under the Company's reorganization plans included workforce reductions and facility consolidations worldwide as well as outsourcing of certain IT infrastructure functions. Facility consolidations primarily included consolidation, closing or downsizing of office facilities, distribution centers, returns processing centers and configuration centers throughout North America, consolidation and/or exit of warehouse and office facilities in Europe, Latin America and Asia-Pacific; and other costs primarily comprised of contract termination expenses associated with outsourcing certain IT infrastructure functions as well as other costs associated with the reorganization activities. These restructuring actions are completed; however, future cash outlays will be required primarily for future lease payments related to exited facilities.

The payment activities and adjustments in 2005 and the remaining liability at December 31, 2005 related to these detailed actions are summarized as follows:

	Outstanding Liability at January 1, 2005	Amounts Paid and Charged Against the Liability	Adjustments	Remaining Liability at December 31, 2005
Employee termination benefits	$ 160	$ 25	$ (75)	$ 60
Facility costs	9,508	4,020	(1,640)	3,848
Total	$ 9,668	$ 4,045	$ (1,715)	$ 3,908

The net adjustments reflect lower than expected costs to settle a lease obligation totaling $1,640 in North America and $75 for lower than expected employee termination benefits in Europe.

Other Profit Enhancement Program Implementation Costs

Other costs recorded in SG&A expenses in 2005 totaled $22,935, of which $16,933 includes costs associated with the Company’s outsourcing and optimization plan in North America, primarily comprised of incremental depreciation of fixed assets resulting from the reduction in useful lives to coincide with the facility closures, consulting, retention, and other transition costs; and $6,002 includes costs associated with the integration of Tech Pacific in Asia-Pacific, primarily comprised of consulting and incremental depreciation of fixed assets resulting from the reduction in useful lives to coincide with the facility closures.

Other costs recorded in SG&A expenses and cost of sales in 2003 related to the implementation of the Company’s profit enhancement program totaled $23,806. These other major-program costs included $23,363 recorded in SG&A, comprised of $11,741 of incremental accelerated depreciation ($10,834 in North America and $907 in Europe) of fixed assets associated with the planned exit of facilities, the outsourcing of certain IT infrastructure functions in North America and software replaced by a more efficient solution; $9,502 in recruiting, retention, training and other transition costs associated with the relocation of major functions and outsourcing of certain IT infrastructure functions in North America; and $5,057 related to a loss on the sale of a non-core German semiconductor equipment distribution business; partially offset by a gain of $2,937 on the sale of excess land near the Company’s corporate headquarters in Southern California. In addition, other major-program costs of $443 were recorded in cost of sales, primarily comprised of incremental inventory losses caused by the decision to further consolidate Nordic operations in Europe.

Note 4 — Acquisitions

The Company accounts for all acquisitions after June 30, 2001 in accordance with Statement of Financial Accounting Standards No. 141, “Business Combinations.” The results of operations of these businesses have been combined with the Company’s results of operations beginning on their acquisition dates.

In July 2005, the Company acquired certain net assets of AVAD, the leading distributor for solution providers and custom installers serving the home automation and entertainment market in the U.S. This strategic acquisition accelerated the Company’s entry into the adjacent consumer electronics market and improved the Company’s operating margin in its North American operations. AVAD was acquired for an initial purchase price of $136,438. The purchase agreement also requires the Company to pay the sellers earn-out payments of up to $80,000 over the next three years, if certain performance levels are achieved, and additional payments of up to $100,000 are possible in 2010, if extraordinary performance levels are achieved over a five-year period. Such payment, if any, will be recorded as an adjustment to the initial purchase price.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The purchase price was allocated to the assets acquired and liabilities assumed based on estimated fair values on the transaction date, resulting in the recording of $47,609 of goodwill, which is deductible for tax purposes, $24,200 of trademarks with indefinite lives and $28,700 of vendor relationships and other amortizable intangible assets with average estimated useful lives of approximately 10 years. In December 2005, the Company recorded a payable of $30,000 to the sellers for the initial earn-out in accordance with the provisions of the purchase agreement, resulting in an increase of goodwill for the same amount.

In connection with the Company's acquisition of AVAD, the parties agreed that $7,500 of the purchase price shall be held in an escrow account to cover claims from Ingram Micro for various indemnities by the sellers under the purchase agreement, which will be released in full to the sellers in January 2007 if no claims are made by the Company under the purchase agreement before such date.

During 2005, the Company also acquired the remaining shares of stock held by minority shareholders of its subsidiaries in New Zealand and India. The total purchase price for these acquisitions consisted of cash payments of $596, resulting in the recording of approximately $577 of goodwill in Asia-Pacific.

In November 2004, the Company acquired all of the outstanding shares of Tech Pacific, one of Asia-Pacific's largest technology distributors, for cash and the assumption of debt. This strategic acquisition significantly strengthens the Company's management team and ability to execute its operational objectives in the growing Asia-Pacific region. The total cost of the acquisition is as follows:

Purchase price:	
Cash paid to sellers	$ 385,022
Debt assumed (net of cash acquired)	162,866
Acquisition costs	5,800
	$ 553,688

The purchase price has been allocated to the assets acquired and liabilities assumed based on their fair values on the transaction date. The identifiable intangible assets, including customer and vendor relationships, are amortized over the estimated useful life of approximately six years. The purchase price allocation, which includes costs of $3,351 to integrate the operations of Tech Pacific, is summarized as follows:

Tangible assets, including accounts receivable, inventories, property and equipment and other assets	$ 475,026
Goodwill	311,848
Identifiable intangible assets — customer and vendor relationships	36,000
Liabilities, including accounts payable and accrued expenses	(269,186)
Fair value of assets acquired and liabilities assumed	$ 553,688

Less than one percent of the goodwill is expected to be deductible for tax purposes. A strong management and employee base with excellent execution capabilities, history of solid operating margins and profitability, and a strong presence in the growing Asia-Pacific region were among the factors that contributed to a purchase price resulting in the recognition of goodwill.

The following unaudited pro forma combined information assumes the acquisition of Tech Pacific occurred as of the beginning of each of the respective fiscal years presented below. These unaudited pro forma results have been prepared for informational purposes only and do not purport to represent what the results of operations would have been had the acquisition occurred as of those dates, nor of future results of operations.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The unaudited pro forma results for the fifty-two weeks ended January 1, 2005 and the fifty-three weeks January 3, 2004 are as follows:

	Fiscal Year	
	2004	2003
Net sales	$ 27,651,703	$ 24,842,426
Net earnings	$ 232,081	$ 160,450
Earnings per share		
Basic	$ 1.49	$ 1.06
Diluted	$ 1.45	$ 1.05

To protect the value of the Company's U.S. dollar investment in the acquisition of Tech Pacific, which was denominated in Australian dollars, the Company entered into a forward currency exchange contract for a notional amount equal to 537,000 Australian dollars. The forward exchange contract was entered at an agreed forward contract price of 0.71384 U.S. dollar to one Australian dollar. This forward exchange contract was settled concurrent with the Company's payment of the purchase price for Tech Pacific on November 10, 2004, the closing date of the acquisition at a gain of $23,120.

In connection with the Company's acquisition of Tech Pacific, the parties agreed that 35,000 Australian dollars, or approximately $27,000, of the purchase price shall be held in an escrow account of which 10,000 Australian dollars, or approximately $8,000, was released on March 1, 2005. The balance of 25,000 Australian dollars or approximately $19,000 remains in escrow pending resolution of claims from Ingram Micro for various indemnities by the sellers under the purchase agreement.

In July 2004, the Company acquired substantially all of the assets and assumed certain liabilities of Nimax, Inc., a privately held distributor of automatic identification and data capture and point-of-sale solutions. The purchase price, consisting of a cash payment of $8,749 in 2004 and $1,000 payable on or before October 31, 2006, was allocated to the assets acquired and liabilities assumed based on estimated fair values on the transaction date, resulting in the recording of $918 of other amortizable intangible assets primarily related to customer and vendor relationships. No goodwill was recorded in this transaction. In addition to the cash payment, the purchase agreement requires the Company to pay the seller up to $6,000 at the end of two years, based on a specified earn-out formula, which will be recorded as an adjustment to the purchase price, if paid.

The results of operations for the companies acquired other than Tech Pacific were not material to the Company's consolidated results of operations on an individual or aggregate basis, and accordingly, pro forma results of operations have not been presented for those acquisitions.

Note 5 — Accounts Receivable

The Company has trade accounts receivable financing facilities in Europe, which provide up to approximately $209,000 of additional financing capacity, depending upon the level of trade accounts receivable eligible to be transferred or sold. At December 31, 2005 and January 1, 2005, the Company had no trade accounts receivable sold to and held by third parties under the European program. At December 31, 2005, the Company's actual aggregate capacity under this program, based on eligible accounts receivable, was approximately $207,343.

The Company is required to comply with certain financial covenants under some of its European financing facilities, including minimum tangible net worth, restrictions on funded debt, interest coverage and trade accounts receivable portfolio performance covenants. The Company is also restricted in the amount of dividends it can pay as well as the amount of common stock that it can repurchase annually. At December 31, 2005, the Company was in compliance with all covenants or other requirements set forth in its accounts receivable financing programs discussed above.

Losses in the amount of $1,552, $5,015 and $10,206 for the fiscal years 2005, 2004 and 2003, respectively, related to the sale of trade accounts receivable under these facilities, or off-balance sheet debt, are included in Other expense (income) in the Company's consolidated statement of income.

Note 6 — Property and Equipment

Property and equipment consist of the following:

	Fiscal Year End	
	2005	2004
Land	$ 2,041	$ 1,334
Buildings and leasehold improvements	138,071	136,328
Distribution equipment	204,679	206,615
Computer equipment and software	284,505	291,097
	629,296	635,374
Accumulated depreciation	(449,861)	(436,241)
	$ 179,435	$ 199,133

Note 7 — Long-Term Debt

The Company's debt consists of the following:

	Fiscal Year End	
	2005	2004
Senior subordinated notes	$ —	$ 213,894
North American revolving trade accounts receivable-backed financing facilities	343,026	—
Asia-Pacific revolving trade accounts receivable-backed financing facilities	112,624	132,289
Revolving unsecured credit facilities and other debt	149,217	168,649
	604,867	514,832
Current maturities of long-term debt	(149,217)	(168,649)
	$ 455,650	$ 346,183

On July 29, 2004, the Company entered into a revolving accounts receivable-based financing program in the U.S., which provides for up to $500,000 in borrowing capacity secured by substantially all U.S.-based receivables. At the option of the Company, the program may be increased to as much as $600,000 at any time prior to July 29, 2006. The interest rate on this facility is dependent on the designated commercial paper rates plus a predetermined margin. This facility expires on March 31, 2008. At December 31, 2005 and January 1, 2005, the Company had borrowings of $304,300 and $0, respectively, under this revolving accounts receivable-based financing program.

At December 31, 2005, the Company has a trade accounts receivable-based financing program in Canada, which matures on August 31, 2008 and provides for borrowing capacity up to 150,000 Canadian dollars, or approximately $129,000. The interest rate on this facility is dependent on the designated commercial paper rates plus a predetermined margin at the drawdown date. At December 31, 2005 and January 1, 2005, the Company had borrowings of $38,726 and $0, respectively, under this trade accounts receivable-based financing program.

In June 2002, the Company entered into a three-year European revolving trade accounts receivable-backed financing facility supported by the trade accounts receivable of a subsidiary in Europe for Euro 107,000, or approximately $126,000 at December 31, 2005, with a financial institution that has an arrangement with a related issuer of third-party commercial paper. On July 1, 2005, the Company extended this facility under the same terms and conditions for another two years. In January 2004, the Company entered into another three-year European revolving trade accounts receivable-backed financing facility supported by the trade accounts receivable of two other subsidiaries in Europe for Euro 230,000, or approximately $271,000 at December 31, 2005, with the same financial institution and related issuer of third-party commercial paper. On January 13, 2006, the Company extended this facility under the same terms and conditions for another three years. Both of these European facilities require certain commitment fees and borrowings under both facilities incur financing costs at rates indexed to EURIBOR. At December 31, 2005 and January 1, 2005, the Company had no borrowings under these European revolving trade accounts receivable-backed financing facilities.

In November 2004, the Company assumed from Tech Pacific a multi-currency revolving trade accounts receivable-backed financing facility in Asia-Pacific supported by the trade accounts receivable of two subsidiaries in the region for 200,000 Australian dollars (increased to 250,000 Australian dollars in April 2005, or $183,000 at December 31, 2005), with a financial institution that has an arrangement with a related issuer of third-party commercial paper that expires in June 2008. The interest rate is dependent upon the currency in which the drawing is made and is related to the local short-term bank indicator rate for such currency. This facility has no fixed repayment terms prior to maturity. At December 31, 2005 and January 1, 2005, the Company had borrowings of $112,624 and $132,289, respectively, under this facility.

The Company's ability to access financing under its North American, European and Asia-Pacific facilities is dependent upon the level of eligible trade accounts receivable and the level of market demand for commercial paper. At December 31, 2005, the Company's actual aggregate available capacity under these programs was approximately $962,000 based on eligible accounts receivable, of which approximately $455,650 of such capacity was outstanding. The Company could, however, lose access to all or part of its financing under these facilities under certain circumstances, including: (a) a reduction in credit ratings of the third-party issuer of commercial paper or the back-up liquidity providers, if not replaced or (b) failure to meet certain defined eligibility criteria for the trade accounts receivable, such as receivables must be assignable and free of liens and dispute or set-off rights. In addition, in certain situations, the Company could lose access to all or part of its financing with respect to the January 2004 European facility as a result of the rescission of its authorization to collect the receivables by the relevant supplier under applicable local law. Based on the Company's assessment of the duration of these programs, the history and strength of the financial partners involved, other historical data, various remedies available to the Company under these programs, and the remoteness of such contingencies, the Company believes that it is unlikely that any of these risks will materialize in the near term.

In July 2005, the Company terminated its $150,000 revolving senior unsecured credit facility with a bank syndicate that was scheduled to expire in December 2005. On the same day, the Company entered into a new three-year $175,000 revolving senior unsecured credit facility with a new bank syndicate. The interest rate on the new revolving senior unsecured credit facility is based on LIBOR, plus a predetermined margin that is based on its debt ratings and its leverage ratio. At December 31, 2005 and January 1, 2005, the Company had no borrowings under the current and the former credit facility, respectively. The current and the former credit facility can also be used to support letters of credit. At December 31, 2005 and January 1, 2005, letters of credit totaling $21,235 and $24,255, respectively, were issued to certain vendors and financial institutions to support purchases by its subsidiaries, payment of insurance premiums and flooring arrangements. The Company's available capacity under the current agreement is reduced by the amount of any issued and outstanding letters of credit.

In December 2005, the Company's 80,000 Australian dollars multi-currency secured revolving loan facility matured. On the same day, the Company entered into a new three-year 100,000 Australian dollars, or approximately $73,000 at December 31, 2005, senior unsecured credit facility with a bank syndicate. The interest rate on the new revolving senior unsecured credit facility is based on Australian or New Zealand LIBOR, depending on funding currency, plus a predetermined margin that is based on the Company's debt ratings and its leverage ratio. At December 31, 2005 and January 1, 2005, the Company had borrowings of $14,357 under the current facility and $0 borrowings under the former credit facility, respectively. The current and the former credit facility can also be used to support letters of credit. At December 31, 2005 and January 1, 2005, letters of credit totaling $0 and $24,129, respectively, were issued to certain financial institutions to support purchases by the Company's subsidiaries or local borrowings made available to certain of its subsidiaries in Asia-Pacific region. The Company's available capacity under the current agreement is reduced by the amount of any issued and outstanding letters of credit.

On August 16, 2001, the Company sold $200,000 of 9.875% senior subordinated notes due 2008 at an issue price of 99.382%, resulting in net cash proceeds of approximately $195,084, net of issuance costs of approximately $3,680. Interest on the notes was payable semi-annually in arrears on each February 15 and August 15. On the same date, the Company also entered into interest-rate swap agreements with two financial institutions, the effect of which was to swap the fixed-rate obligation on the senior subordinated notes for a floating rate obligation equal to 90-day LIBOR plus 4.260%. At January 1, 2005, the marked-to-market value of the interest-rate swap amounted to $14,533 and was recorded in other assets with an offsetting adjustment to the hedged debt, bringing the total carrying value of the senior subordinated notes to $213,894 at January 1, 2005.

On August 15, 2005, the Company redeemed all of its outstanding $200,000 of 9.875% senior subordinated notes due 2008 in accordance with the terms of its indenture. The notes were redeemed at a redemption price of 104.938% of the principal amount of each note, plus accrued but unpaid interest. Concurrently with the redemption of the notes, the Company terminated its position under the interest-rate swap agreements. These actions resulted in an aggregate loss of approximately $8,413 consisting of a loss of $9,876 on the redemption of the senior subordinated notes and $2,612 on the write-off of the remaining unamortized debt issuance and discount costs, partially offset by the gains of $4,075 on the settlement of the interest-rate swap agreements. The redemption of the notes was financed through the Company's existing borrowing capacity and cash.

The Company also has additional lines of credit, short-term overdraft facilities and other credit facilities with various financial institutions worldwide, which provide for borrowing capacity aggregating approximately $593,000 at December 31, 2005. Most of these arrangements are on an uncommitted basis and are reviewed periodically for renewal. At December 31, 2005 and January 1, 2005, the Company had $134,860 and $168,649, respectively, outstanding under these facilities. At December 31, 2005 and January 1, 2005, letters of credit totaling approximately $53,367 and $30,525, respectively, were issued principally to certain vendors to support purchases by the Company's subsidiaries. The issuance of these letters of credit reduces its available capacity under these agreements by the same amount. The weighted average interest rate on the outstanding borrowings under these facilities was 6.1% and 5.0% per annum at December 31, 2005 and January 1, 2005, respectively.

The Company is required to comply with certain financial covenants under some of its financing facilities, including minimum tangible net worth, restrictions on funded debt and interest coverage and trade accounts receivable portfolio performance covenants, including metrics related to receivables and payables. The Company is also restricted in the amount of additional indebtedness it can incur, dividends it can pay, as well as the amount of common stock that it can repurchase annually. At December 31, 2005, the Company was in compliance with all covenants or other requirements set forth in the credit agreements or other agreements with the Company's creditors discussed above.

Note 8 — Income Taxes

The components of income before income taxes consist of the following:

	Fiscal Year		
	2005	2004	2003
United States	$ 80,263	$ 85,757	$ 36,477
Foreign	221,674	177,519	79,317
Total	$ 301,937	$ 263,276	$ 115,794

The provision for (benefit from) income taxes consist of the following:

	Fiscal Year		
	2005	2004	2003
Current:			
Federal	$ 19,933	$ 23,173	$ 414
State	260	1,369	—
Foreign	48,014	44,686	20,082
	68,207	69,228	20,496
Deferred:			
Federal	(7,044)	(31,729)	(55,630)
State	2,381	2,118	2,069
Foreign	21,487	3,758	(342)
	16,824	(25,853)	(53,903)
Provision for (benefit from) income taxes	$ 85,031	$ 43,375	$ (33,407)

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Deferred income taxes reflect the tax effect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's net deferred tax assets and liabilities are as follows:

	Fiscal Year End	
	2005	2004
Net deferred tax assets and (liabilities):		
Net operating loss carryforwards	$ 50,990	$ 62,878
Allowance on accounts receivable	14,623	22,660
Available tax credits	24,587	23,299
Inventories	(2,003)	(6,838)
Realized gains on available-for-sale securities not currently taxable	(2,711)	(9,108)
Depreciation and amortization	(40,318)	(38,189)
Employee benefits and compensation	32,307	29,025
Restructuring charges	2,469	3,393
Reserves and accruals	57,285	22,767
Other	4,266	5,133
	141,495	115,020
Valuation allowance	(27,417)	(16,477)
Total	$ 114,078	$ 98,543

Net current deferred tax assets of $73,948 and $92,553 were included in other current assets at December 31, 2005 and January 1, 2005, respectively. Net non-current deferred tax assets of $40,130 and $5,990 were included in other assets of December 31, 2005 and January 1, 2005, respectively. The net increase in valuation allowance of $10,940 at December 31, 2005 primarily represents additional allowance for net operating losses and other temporary items in certain jurisdictions, as recovery of these assets are not considered likely.

At December 28, 2002, the Company had deferred tax liabilities of $2,418, $42,131 and $76,098 related to the gains of $6,535, $111,458, and $201,318, respectively, realized on the sales of Softbank common stock in 2002, 2000, and 1999, respectively. The Softbank common stock was sold in the public market by certain of Ingram Micro's foreign subsidiaries, which are located in a low-tax jurisdiction. At the time of sale, the Company concluded that U.S. taxes were not currently payable on the gains based on its internal assessment and opinions received from its advisors. However, in situations involving uncertainties in the interpretation of complex tax regulations by various taxing authorities, the Company provides for tax liabilities unless it considers it probable that taxes will not be due. The level of opinions received from its advisors and the Company's internal assessment did not allow the Company to reach that conclusion on this matter. The Company's U.S. federal tax returns were closed in September 2004 and 2003 for the fiscal years 2000 and 1999, respectively, and certain state returns for fiscal years 2000 and 1999 were closed in the third and fourth quarters of 2004, which resolved these matters for tax purposes in those jurisdictions. Accordingly, the Company reversed the related federal and certain state deferred tax liabilities of $39,978 and $1,100 associated with the gains on the 2000 and 1999 sales in the third and fourth quarters of 2004, respectively, while it reversed the related federal deferred tax liability of $70,461 associated with the gain on the 1999 sale in the third quarter of 2003, thereby reducing its income tax provisions for both years in the consolidated statement of income. In 2005, the Company had settled and paid the tax liabilities of $1,441 and $2,779 associated with the gains realized in 2000 and 1999, respectively, with certain state tax jurisdictions and favorably resolved and reversed tax liabilities of $967 and $1,418 related to tax years in 2000 and 1999, respectively, for such tax jurisdictions. Although the Company reviews its assessments of the remaining tax liability on a regular basis, at December 31, 2005, the Company cannot currently determine when the remaining tax liabilities of $2,503 ($2,711 including estimated interest) related to these gains will be finally resolved with the taxing authorities, or if the taxes will ultimately be paid. As a result, the Company continues to provide for these tax liabilities. The U.S. Internal Revenue Service is in the process of examining the Company's federal tax returns for fiscal years 2001 to 2003.

Reconciliation of statutory U.S. federal income tax rate to the Company's effective rate is as follows:

	Fiscal Year		
	2005	2004	2003
U.S. statutory rate	$ 105,678	$ 92,147	$ 40,528
Reversal of Softbank federal deferred tax liability	(2,385)	(41,078)	(70,461)
State income taxes, net of federal income tax benefit	1,391	2,266	1,345
Effect of international operations	(21,965)	(10,210)	(4,021)
Other	2,312	250	(798)
Total tax provision	$ 85,031	$ 43,375	$ (33,407)

The Company had net operating tax loss carryforwards of $229,497 (a valuation allowance has been provided related to $108,771 of this amount). Approximately 80% of the remaining net operating loss carryforwards of $120,726 have no expiration date and the remainder expire through the year 2025.

The Company does not provide for income taxes on undistributed earnings of foreign subsidiaries as such earnings are intended to be permanently reinvested in those operations. The amount of the foreign undistributed earnings is not practicably determinable.

The AJCA was signed into law in October 2004, which allows the Company to repatriate up to $500,000 of permanently reinvested foreign earnings in 2005 at an effective tax rate of 5.25%. The Company opted not to take advantage of this new provision of the AJCA.

Note 9 — Transactions with Related Parties

In 2005, the Company has loans receivable from certain of its non-executive associates. These loans, individually ranging up to $290, have interest rates ranging from 2.84% to 6.23% per annum and are payable up to six years. Loans to executive officers, unless granted prior to their election to such position, were granted and approved by the Human Resources Committee of the Company's Board of Directors prior to July 30, 2002, the effective date of the Sarbanes-Oxley Act of 2002. No material modification or renewals to these loans to executive officers have been made since that date or subsequent to the employee's election as an executive officer of the Company, if later. At December 31, 2005 and January 1, 2005, the Company's employee loans receivable balance was $566 and $548, respectively.

In July 2005, the Company assumed from AVAD agreements with certain representative companies owned by the former owners of AVAD, who are now employed with Ingram Micro. These include agreements with two of the representative companies to sell products on the Company's behalf for a commission. In fiscal 2005, total sales generated by these companies were approximately $8,200, resulting in the Company's recording of a commission expense of approximately $187. In addition, the Company also assumed the operating lease agreement for a facility in Taunton, Massachusetts owned by the former owners of AVAD with an annual rental expense of approximately $200 up to January 2024. In fiscal 2005, rent expense under this lease was approximately $100.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 10 — Commitments and Contingencies

There are various claims, lawsuits and pending actions against the Company incidental to its operations. It is the opinion of management that the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

As is customary in the IT distribution industry, the Company has arrangements with certain finance companies that provide inventory-financing facilities for its customers. In conjunction with certain of these arrangements, the Company has agreements with the finance companies that would require it to repurchase certain inventory, which might be repossessed, from the customers by the finance companies. Due to various reasons, including among other items, the lack of information regarding the amount of saleable inventory purchased from the Company still on hand with the customer at any point in time, the Company's repurchase obligations relating to inventory cannot be reasonably estimated. Repurchases of inventory by the Company under these arrangements have been insignificant to date.

During 2002 and 2003, one of the Company's Latin American subsidiaries was audited by the Brazilian taxing authorities in relation to certain commercial taxes. As a result of this audit, the subsidiary received an assessment of 30.6 million Brazilian reais, including interest and penalties computed through December 31, 2005, or approximately $13.1 million at December 31, 2005, alleging these commercial taxes were not properly remitted for the subsidiary's purchase of imported software during the period January through September 2002. The Brazilian taxing authorities may make similar claims for periods subsequent to September 2002. Additional assessments for periods subsequent to September 2002, if received, may be significant either individually or in the aggregate. It is management's opinion, based upon the opinions of outside legal counsel, that the Company has valid defenses to the assessment of these taxes on the purchase of imported software for the 2002 period at issue or any subsequent period. Although the Company is vigorously pursuing administrative and judicial action to challenge the assessment, no assurance can be given as to the ultimate outcome. An unfavorable resolution of this matter is not expected to have a material impact on the Company's financial condition, but depending upon the time period and amounts involved it may have a material negative effect on its consolidated results of operations or cash flows.

The Company received an informal inquiry from the SEC during the third quarter of 2004. The SEC's focus to date has been related to certain transactions with McAfee, Inc. (formerly Network Associates, Inc. or NAI) from 1998 through 2000. The Company also received subpoenas from the U.S. Attorney's office for the Northern District of California ("Department of Justice") in connection with its grand jury investigation of NAI, which seek information concerning these transactions. On January 4, 2006, McAfee and the SEC made public the terms of a settlement they had reached with respect to McAfee. The Company continues to cooperate fully with the SEC and the Department of Justice in their inquiries. The Company is engaged in discussions with the SEC toward a possible resolution of matters concerning these NAI-related transactions. The Company cannot predict with certainty the outcome of these discussions, nor their timing, nor can it reasonably estimate the amount of any loss or range of loss that might be incurred as a result of the resolution of these matters with the SEC and the Department of Justice. Such amounts may be material to the Company's consolidated results of operations or cash flows.

In December 2002, the Company entered into an agreement with a third-party provider of IT outsourcing services. The services to be provided include mainframe, major server, desktop and enterprise storage operations, wide-area and local-area network support and engineering; systems management services; help desk services; and worldwide voice/ PBX. This agreement expires in December 2009, but is cancelable at the option of the Company subject to payment of termination fees.

In September 2005, the Company entered into an agreement with a leading global business process outsource service provider. The services to be provided include selected North America positions in finance and shared services, customer service, vendor management and selected U.S. positions in technical support and inside sales (excluding field sales and management positions). This agreement expires in September 2010, but is cancelable at the option of the Company subject to payment of termination fees.

The Company also leases the majority of its facilities and certain equipment under noncancelable operating leases. Renewal and purchase options at fair values exist for a substantial portion of the leases. Rental expense, including obligations related to IT outsourcing services, for the years ended 2005, 2004 and 2003 was $111,342, $110,826 and $89,809, respectively.

Future minimum rental commitments on operating leases that have remaining noncancelable lease terms in excess of one year as well as minimum contractual payments under the IT and business process outsourcing agreements as of December 31, 2005 were as follows:

2006	$ 87,230
2007	79,881
2008	71,087
2009	68,572
2010	45,376
Thereafter	81,588
	$ 433,734

The above minimum payments have not been reduced by minimum sublease rental income of $43,778 due in the future under noncancelable sublease agreements as follows: $3,647, $4,330, $4,473, $4,848, $4,743 and $21,737 in 2006, 2007, 2008, 2009, 2010 and thereafter, respectively.

Note 11 — Segment Information

The Company operates predominantly in a single industry segment as a distributor of IT products and services. The Company’s operating segments are based on geographic location, and the measure of segment profit is income from operations.

Geographic areas in which the Company operated during 2005 include North America (United States and Canada), Europe (Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Italy, The Netherlands, Norway, Spain, Sweden, Switzerland, and United Kingdom), Asia-Pacific (Australia, The People’s Republic of China including Hong Kong, India, Malaysia, New Zealand, Singapore, Sri Lanka, and Thailand), and Latin America (Brazil, Chile, Mexico, and the Company’s Latin American export operations in Miami). Intergeographic sales primarily represent intercompany sales that are accounted for based on established sales prices between the related companies and are eliminated in consolidation.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Financial information by geographic segments is as follows:

	As of and for the Fiscal Year Ended		
	2005	2004	2003
Net sales			
North America			
Sales to unaffiliated customers	$ 12,216,790	$ 11,776,679	$ 10,964,761
Intergeographic sales	177,299	150,137	130,804
Europe	10,424,026	9,839,185	8,267,000
Asia-Pacific	4,843,135	2,741,608	2,319,982
Latin America	1,324,361	1,104,599	1,061,274
Eliminations of intergeographic sales	(177,299)	(150,137)	(130,804)
Total	$ 28,808,312	$ 25,462,071	$ 22,613,017
Income (loss) from operations			
North America	$ 157,624	$ 130,321	$ 94,501
Europe	143,377	129,754	73,248
Asia-Pacific	39,768	9,796	(10,335)
Latin America	21,417	13,496	(1,221)
Total	$ 362,186	$ 283,367	$ 156,193
Identifiable assets			
North America	$ 4,148,828	$ 3,812,388	$ 3,387,133
Europe	1,894,641	2,105,086	1,668,710
Asia-Pacific	639,574	690,047	173,573
Latin America	351,947	319,216	244,746
Total	$ 7,034,990	$ 6,926,737	$ 5,474,162
Capital expenditures			
North America	$ 14,634	$ 19,767	$ 23,128
Europe	14,073	13,880	7,317
Asia-Pacific	9,266	2,211	2,182
Latin America	869	1,127	2,376
Total	$ 38,842	$ 36,985	$ 35,003
Depreciation and amortization			
North America	$ 33,193	$ 34,631	$ 55,426
Europe	14,260	17,580	17,491
Asia-Pacific	14,228	3,426	3,194
Latin America	2,657	2,020	2,408
Total	$ 64,338	$ 57,657	$ 78,519

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Supplemental information relating to reorganization costs and other profit enhancement program costs by geographic segment is as follows:

	Fiscal Year		
	2005	2004	2003
Reorganization costs			
North America	$ 9,649	$ (2,234)	$ 11,234
Europe	(82)	(978)	9,202
Asia-Pacific	6,709	316	74
Latin America	—	—	1,060
Total	$ 16,276	$ (2,896)	$ 21,570
Other profit enhancement program costs:			
Charged to cost of sales			
Europe	$ —	$ —	$ 443
Charged to operating expenses			
North America	$ 16,933	$ —	$ 17,399
Europe	—	—	5,964
Asia-Pacific	6,002	—	—
Total	$ 22,935	$ —	$ 23,363

Note 12 — Stock Options and Equity Incentive Plans

The following summarizes the Company's existing stock option and equity incentive plans.

Equity Incentive Plans

In 2003, the Company's shareowners approved the Ingram Micro Inc. 2003 Equity Incentive Plan, which replaced the Company's three existing shareowner-approved equity incentive plans, the 1996, 1998 and 2000 Equity Incentive Plans (collectively called "the Equity Incentive Plans"), for the granting of stock-based incentive awards including incentive stock options, non-qualified stock options, restricted stock, and stock appreciation rights, among others, to key employees and members of the Company's Board of Directors. As of December 31, 2005, approximately 18,100,000 shares were available for grant. Options granted under the Equity Incentive Plans were issued at exercise prices ranging from $9.75 to $53.56 per share and have expiration dates not longer than 10 years from the date of grant. The options granted generally vest over a period of three years.

In 2005, 2004 and 2003, the Company granted a total of 52,129, 35,019 and 40,676 shares, respectively, of restricted Class A Common Stock to board members under the Equity Incentive Plans. These shares have no purchase price and vest over a one-year period. The Company recorded unearned compensation in 2005, 2004 and 2003 of $925, $589 and $460 respectively, as a component of stockholders' equity upon issuance of these grants. In addition, in 2005, the Company granted to certain employees a total of 5,800 restricted stock units convertible upon vesting to the same number of Class A Common Stock under the Equity Incentive Plans. These units have no purchase price and vest over a period of one to three years. The Company recorded unearned compensation in 2005 of $107 as a component of stockholders' equity upon issuance of these units.

In August 2001, the Human Resources Committee of the Company's Board of Directors authorized a modification of the exercise schedule to retirees under the Equity Incentive Plans. The modification extended the exercise period upon retirement (as defined in the Equity Incentive Plans) from 12 months to 60 months for outstanding options as of August 1, 2001 and for all options granted thereafter, but not to exceed the contractual life of the option. Compensation expense will be recorded upon the retirement of eligible employees (associates 50 years of age and older who have five or more years of service) and is calculated based on the excess of the fair value of the Company's stock on the modification date ($14.28 per share) over the exercise price of the modified option multiplied by the number of vested but unexercised options outstanding upon retirement. A noncash compensation charge of $353, $935 and $785 was recorded in 2005, 2004 and 2003, respectively, relating to this modification. In addition, a noncash compensation charge of $398 was recorded in 2005, relating to a stock modification for an extension of the exercise period for certain stock options of an executive who has retired from the Company.

A summary of activity under the Company's stock option plans is presented below:

	Shares (000s)	Weighted-Average Exercise Price
Outstanding at December 28, 2002	29,392	$ 16.42
Stock options granted during the year	10,445	11.23
Stock options exercised	(1,106)	9.28
Forfeitures	(2,297)	15.71
Outstanding at January 3, 2004	36,434	15.19
Stock options granted during the year	6,750	15.47
Stock options exercised	(6,695)	12.62
Forfeitures	(3,830)	17.25
Outstanding at January 1, 2005	32,659	15.40
Stock options granted during the year	4,748	17.28
Stock options exercised	(3,576)	13.78
Forfeitures	(3,273)	17.86
Outstanding at December 31, 2005	30,558	15.61

The following table summarizes information about stock options outstanding and exercisable at December 31, 2005:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number Outstanding at December 31, 2005 (000s)	Weighted-Average Remaining Life	Weighted-Average Exercise Price	Number Exercisable at December 31, 2005 (000s)	Weighted-Average Exercise Price
$ 9.75 – $12.35	8,455	6.3	$ 11.29	6,255	$ 11.35
$12.56 – $15.90	9,213	7.2	14.13	5,414	13.62
$16.10 – $19.93	11,013	6.8	17.48	6,882	17.26
$20.00 – $27.00	281	1.7	25.26	269	25.48
$27.88 – $53.56	1,596	0.7	32.57	1,596	32.57
	30,558	6.4	15.61	20,416	15.79

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Stock options exercisable totaled approximately 20,416,000, 18,470,000 and 20,637,000 at December 31, 2005, January 1, 2005 and January 3, 2004, respectively, at weighted-average exercise prices of $15.79, $16.74 and $16.92, respectively.

Employee Stock Purchase Plans

In 1998, the Board of Directors and the Company's shareowners approved the 1998 Employee Stock Purchase Plan (the "Plan") under which 3,000,000 shares of the Company's Class A Common Stock could be sold to employees. Under the Plan, employees could elect to have between 1% and 6% of their earnings withheld to be applied to the purchase of these shares. The purchase price under the Plan was the lesser of the market price on the beginning or ending date of the offering periods. Under the 1998 Plan, offerings were made both in January and July of 2003 and 2002. The 2003 and 2002 offerings ended on December 31, 2003 and 2002, respectively. In January 2004 and 2003, the Company issued approximately 64,000 and 38,000 of the authorized shares and converted $758 and $475, respectively, in accrued employee contributions into stockholders' equity as a result. This Plan was discontinued by the Company effective fiscal year 2004.

Employee Benefit Plans

The Company's employee benefit plans permit eligible employees to make contributions up to certain limits, which are matched by the Company at stipulated percentages. The Company's contributions charged to expense were $3,498 in 2005, $4,476 in 2004, and $4,133 in 2003.

Note 13 — Common Stock

The Company has two classes of Common Stock, consisting of 500,000,000 authorized shares of $0.01 par value Class A Common Stock and 135,000,000 authorized shares of $0.01 par value Class B Common Stock, and 25,000,000 authorized shares of $0.01 par value Preferred Stock. Class A stockholders are entitled to one vote on each matter to be voted on by the stockholders whereas Class B stockholders are entitled to ten votes on each matter voted on by the stockholders. The two classes of stock have the same rights in all other respects.

INGRAM MICRO INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

There were no issued and outstanding shares of Class B Common Stock during the three-year period ended December 31, 2005. The detail of changes in the number of issued and outstanding shares of Class A Common Stock for the three-year period ended December 31, 2005, is as follows:

	Class A
December 28, 2002	150,778,355
Stock options exercised	1,106,229
Grant of restricted Class A Common Stock	40,676
Issuance of Class A Common Stock related to Employee Stock Purchase Plan	38,407
January 3, 2004	151,963,667
Stock options exercised	6,695,330
Grant of restricted Class A Common Stock	35,019
Issuance of Class A Common Stock related to Employee Stock Purchase Plan	63,545
Surrender of restricted Class A Common Stock associated with payment of withholding tax	(19,663)
January 1, 2005	158,737,898
Stock options exercised	3,576,256
Grant of restricted Class A Common Stock	52,129
December 31, 2005	162,366,283

INGRAM MICRO INC.

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at Beginning of Year	Charged to Costs and Expenses	Deductions	Other(*)	Balance at End of Year
			(Dollars in 000s)		
Allowance for doubtful accounts receivable and sales returns:					
2005	$ 93,465	$ 22,060	$ (32,744)	$ (950)	$ 81,831
2004	91,613	28,325	(38,017)	11,544	93,465
2003	89,889	54,096	(56,046)	3,674	91,613

* “Other” includes recoveries, acquisitions, and the effect of fluctuation in foreign currency.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Ingram Micro Inc.:

We have completed integrated audits of Ingram Micro Inc.'s December 31, 2005 and January 1, 2005 consolidated financial statements and of its internal control over financial reporting as of December 31, 2005, and an audit of its January 3, 2004 consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our audits, are presented below.

Consolidated financial statements and financial statement schedule

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Ingram Micro Inc. and its subsidiaries at December 31, 2005 and January 1, 2005, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2005 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit of financial statements 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.

Internal control over financial reporting

Also, in our opinion, management's assessment, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A, that the Company maintained effective internal control over financial reporting as of December 31, 2005 based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), is fairly stated, in all material respects, based on those criteria. Furthermore, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2005 based on criteria established in *Internal Control — Integrated Framework* issued by COSO. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express opinions on management's assessment and on the effectiveness of the Company's internal control over financial reporting based on our audit. We conducted our audit of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. An audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded AVAD from its assessment of internal control over financial reporting as of December 31, 2005 because the Company acquired certain assets of AVAD in July 2005. We have also excluded AVAD from our audit of internal control over financial reporting. AVAD is a wholly owned subsidiary of the Company whose total assets and total revenues are less than 3% and 1% of the Company's consolidated total assets and revenues, respectively, as of and for the year ended December 31, 2005.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Los Angeles, California
March 13, 2006

ITEM 9. *CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE*

There have been no changes in our independent accountants or disagreements with such accountants on accounting principles or practices or financial statement disclosures.

ITEM 9A. *CONTROLS AND PROCEDURES*

Evaluation of Disclosure Controls and Procedures. We maintain “disclosure controls and procedures,” as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”), that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognized that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply judgment in evaluating the cost-benefit relationship of those disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on their evaluation as of the end of the period covered by this Annual Report on Form 10-K, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective in providing reasonable assurance that the objectives of the disclosure controls and procedures are met.

Management’s Report on Internal Control over Financial Reporting. Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) of the Securities Exchange Act of 1934. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

We assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2005. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) in *Internal Control — Integrated Framework.* Based on our assessment using those criteria, we concluded that our internal control over financial reporting was effective as of December 31, 2005.

We have excluded AVAD from our assessment of internal control over financial reporting as of December 31, 2005 because the Company acquired certain assets of AVAD in July 2005. AVAD is a wholly owned subsidiary of the Company whose total assets and total revenues are less than 3% and 1% of the Company’s consolidated total assets and revenues, respectively, as of and for the year ended December 31, 2005.

Our management’s assessment of the effectiveness of our internal control over financial reporting as of December 31, 2005 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears in this Form 10-K.

Changes in Internal Control over Financial Reporting. There was no change in our internal control over financial reporting that occurred during the quarterly period ended December 31, 2005 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

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ITEM 9B. ***OTHER INFORMATION***

None.

PART III

Information regarding executive officers required by Item 401 of Regulation S-K is furnished in a separate disclosure in Part I of this report, under the caption “Executive Officers of the Company,” because we will not furnish such information in our definitive Proxy Statement prepared in accordance with Schedule 14A.

The Notice and Proxy Statement for the 2006 Annual Meeting of Shareowners, to be filed pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, which is incorporated by reference in this Annual Report on Form 10-K pursuant to General Instruction G (3) of Form 10-K, will provide the remaining information required under Part III (Items 10, 11, 12, 13 and 14).

PART IV

ITEM 15. ***EXHIBITS AND FINANCIAL STATEMENT SCHEDULES***

(a) 1. Financial Statements

See “Index to Consolidated Financial Statements” under “Item 8. Financial Statements and Supplemental Data” of this Annual Report.

(a) 2. Financial Statement Schedules

See “Financial Statement Schedule II — Valuation and Qualifying Accounts” of this Annual Report under “Item 8. Financial Statements and Supplemental Data.”

(a) 3. List of Exhibits

Exhibit No.	Exhibit
3.1	Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.01 to the Company’s Registration Statement on Form S-1 (File No. 333-08453) (the “IPO S-1”))
3.2	Certificate of Amendment of the Certificate of Incorporation of the Company dated as of June 5, 2001 (incorporated by reference to Exhibit 3.2 to the Company’s Registration Statement on Form S-4 (File No. 333-69816) (the “2001 S-4”))
3.3	Amended and Restated Bylaws of the Company dated April 6, 2005 (incorporated by reference to Exhibit 99.1 to the Company’s Current Report on Form 8-K filed April 7, 2005 (the “4/7/05 8-K”))
4.1	Indenture between the Company as Issuer and Bank One Trust Corp., N.A. as Trustee, dated as of August 16, 2001, relating to 9$^7/_8$% Senior Subordinated Notes due 2008 (incorporated by reference to Exhibit 4.1 to the 2001 S-4)
10.1	Amended and Restated Reorganization Agreement dated as of October 17, 1996 among the Company, Ingram Industries Inc., and Ingram Entertainment Inc. (incorporated by reference to Exhibit 10.13 to the Company’s Registration Statement on Form S-1 (File No. 333-16667) (the “Thrift Plan S-1”))
10.2	Thrift Plan Liquidity Agreement dated as of November 6, 1996 among the Company and the Ingram Thrift Plan (incorporated by reference to Exhibit 10.16 to the Thrift Plan S-1)
10.3	Tax Sharing and Tax Services Agreement dated as of November 6, 1996 among the Company, Ingram Industries, and Ingram Entertainment (incorporated by reference to Exhibit 10.17 to the Thrift Plan S-1)
10.4	Employee Benefits Transfer and Assumption Agreement dated as of November 6, 1996 among the Company, Ingram Industries, and Ingram Entertainment (incorporated by reference to Exhibit 10.19 to the Thrift Plan S-1)

Exhibit No.	Exhibit
10.5	Amended and Restated Exchange Agreement dated as of November 6, 1996 among the Company, Ingram Industries, Ingram Entertainment and the other parties thereto (incorporated by reference to Exhibit 10.21 to the Thrift Plan S-1)
10.6	Retirement Programs — Ingram Micro Amended and Restated 401(k) Investment Plan
10.7	Retirement Programs — Ingram Micro Supplemental Investment Savings Plan (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the 2004 fiscal year (the "2004 10-K"))
10.8	Retirement Programs — First Amendment to Supplemental Investment Savings Plan (incorporated by reference to Exhibit 10.7 to the 2004 10-K)
10.9	Retirement Programs — 2005 Compensation Deferral Agreement for Kevin M. Murai
10.10	Retirement Programs — 2006 Compensation Deferral Agreement for Kevin M. Murai
10.11	Equity-Based Compensation Programs — Ingram Micro Inc. 1996 Equity Incentive Plan (incorporated by reference to Exhibit 10.09 to the IPO S-1)
10.12	Equity-Based Compensation Programs — Ingram Micro Inc. Amended and Restated 1996 Equity Incentive Plan (incorporated by reference to Exhibit 10.10 to the IPO S-1)
10.13	Equity-Based Compensation Programs — Amendment No. 1 to the Ingram Micro Inc. Amended and Restated 1996 Equity Incentive Plan (incorporated by reference to Exhibit 10.06 to the Company's Annual Report on Form 10-K for the 1998 fiscal year (the "1998 10-K"))
10.14	Equity-Based Compensation Programs — Ingram Micro Inc. 1998 Equity Incentive Plan (incorporated by reference to Exhibit 10.43 to the 1998 10-K)
10.15	Equity-Based Compensation Programs — Ingram Micro Inc. 2000 Equity Incentive Plan (incorporated by reference to Exhibit 99.01 to the Company's Registration Statement on Form S-8 (File No. 333-39780))
10.16	Equity-Based Compensation Programs — Ingram Micro Inc. 2003 Equity Incentive Plan ((the "2003 Plan") incorporated by reference to Exhibit 10.06 to the Company's Annual Report on Form 10-K for the 2003 fiscal year (the "2003 10-K"))
10.17	Employment Agreement with Kent B. Foster, dated March 6, 2000 (incorporated by reference to Exhibit 10.55 to the Company's Annual Report on Form 10-K for the 1999 fiscal year (the "1999 10-K")
10.18	Executive Retention Plan (incorporated by reference to Exhibit 10.01 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001 (the "Q2 2001 10-Q"))
10.19	Executive Retention Plan Agreement with Kevin M. Murai (incorporated by reference to Exhibit 10.03 to the Q2 2001 10-Q)
10.20	Executive Retention Plan Agreement with Gregory M.E. Spierkel (incorporated by reference to Exhibit 10.04 to the Q2 2001 10-Q)
10.21	Executive Retention Plan Agreement with Henri T. Koppen (incorporated by reference to Exhibit 10.45 to the Company's Annual Report on Form 10-K for the 2002 fiscal year (the "2002 10-K")
10.22	Amendment to Executive Retention Plan Agreement with Henri T. Koppen (incorporated by reference to Exhibit 10.44 to the Company's Annual Report on Form 10-K for the 2003 fiscal year (the "2003 10-K")
10.23	Ingram Micro Inc. Executive Incentive Plan (incorporated by reference to Exhibit 10.44 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 29, 2002)
10.24	Executive Officer Severance Policy adopted October 2003 (incorporated by reference to Exhibit 10.52 to the 2003 10-K)
10.25	2003 Executive Retention Agreement with Michael J. Grainger dated December 19, 2003 (incorporated by reference to Exhibit 10.46 to the 2003 10-K)
10.26	Employment Agreement as of June 1, 2005 between Ingram Micro and Kent B. Foster (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed on May 31, 2005)
10.27	2001 Executive Retention Plan Award Payment Deferral Confirmation to Henri T. Koppen (filed as Exhibit 99.01 to the Company's Current Report on Form 8-K filed on March 6, 2006)

Exhibit No.	Exhibit
10.28	Compensation Agreement — Form of Board of Directors Compensation Election Form (Committee Chairman) (incorporated by reference to Exhibit 99.4 to the Current Report on Form 8-K filed on December 23, 2004 (the “12/23/04 8-K”))
10.29	Compensation Agreement — Form of Board of Directors Compensation Election Form (Non-Committee Chairman) (incorporated by reference to Exhibit 99.5 to the 12/23/04 8-K)
10.30	Compensation Agreement — Form of Board of Directors Distribution Election and Beneficial Designation Form (incorporated by reference to Exhibit 99.6 to the 12/23/04 8-K)
10.31	Compensation Agreement — Form of Board of Directors Restricted Stock Units Deferral Election Agreement (incorporated by reference to Exhibit 99.7 to the 12/23/04 8-K)
10.32	Compensation Agreement — Form of Board of Directors Compensation Deferral Election Form (incorporated by reference to Exhibit 99.8 to the 12/23/04 8-K)
10.33	Compensation Agreement — Form of Non-Qualified Stock Option Award Agreement (U.S.) for awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed on December 16, 2005 (the “12/16/05 8-K”))
10.34	Compensation Agreement — Form of Non-Qualified Stock Option Award Agreement (Non-U.S.) for awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.2 to the 12/16/05 8-K)
10.35	Compensation Agreement — Form of Restricted Stock Award Agreement for time-vested awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.3 to the 12/16/05 8-K)
10.36	Compensation Agreement — Form of Restricted Stock Unit Award Agreement for time-vested awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.4 to the 12/16/05 8-K)
10.37	Compensation Agreement — Form of Restricted Stock Award Agreement for performance-vested awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.5 to the 12/16/05 8-K)
10.38	Compensation Agreement — Form of Restricted Stock Unit Award Agreement for performance-vested awards granted under the 2003 Plan (incorporated by reference to Exhibit 99.6 to the 12/16/05 8-K)
10.39	Summary of Annual Executive Incentive Award Program
10.40	US$150,000,000 Credit Agreement dated as of December 13, 2002 among the Company, as Initial Borrower and Guarantor, Ingram European Coordination Center N.V., as Initial Borrower, certain financial institutions as the Lenders, ABN AMRO Bank N.V., as the Syndication Agent for the Lenders and The Bank of Nova Scotia, as the Administrative Agent for the Lenders (the “2002 Credit Agreement”) (incorporated by reference to Exhibit 10.41 to the 2002 10-K)
10.41	Amendment No. 1 dated as of February 20, 2003 to the 2002 Credit Agreement (incorporated by reference to Exhibit 10.42 to the 2002 10-K)
10.42	Amended and Restated German Master Receivables Transfer and Servicing Agreement between BNP Paribas Bank N.V. as Transferee and Ingram Micro Distribution GMBH as Originator and Ingram Micro Holding GMBH as Depositor, dated August 14, 2003 and restated as of March 31, 2004 (incorporated by reference to Exhibit 10.2 to the Company’s Quarterly Report on Form 10-Q for the quarter ended April 3, 2004)
10.43	Receivables Funding Agreement, dated July 29, 2004, among General Electric Capital Corporation, the Company, and Funding (incorporated by reference to Exhibit 10.54 to the Company’s Quarterly Report on Form 10-Q for the quarter ended July 3, 2004 (the “2004 Q2 10-Q”))
10.44	Receivables Sale Agreement, dated July 29, 2004 between the Company and Ingram Funding Inc. (incorporated by reference to Exhibit 10.55 to the 2004 Q2 10-Q)
10.45	Share Sale Agreement with the stockholders of Techpac Holdings Limited, a company incorporated in Bermuda, dated September 26, 2004 (incorporated by reference to Exhibit 10.54 to the Company’s Quarterly Report on Form 10-Q for the quarter ended October 2, 2004)

Exhibit No.	Exhibit
10.46	Credit Agreement dated effective as of July 29, 2005 among Ingram Micro Inc. and its subsidiaries Ingram Micro Coordination Center B.V.B.A. and Ingram Micro Europe Treasury LLC, Bank of Nova Scotia, as administrative agent, ABN AMRO Bank N.V., as syndication agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 2, 2005)
14.1	Ingram Micro Code of Conduct (incorporated by reference to Exhibit 14.1 to the Company's Current Report on Form 8-K filed on August 24, 2005)
21.1	Subsidiaries of the Registrant
23.1	Consent of Independent Registered Public Accounting Firm
31.1	Certification by Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act
31.2	Certification by Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act
32.1	Certification by Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act
32.2	Certification by Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act
99.1	Amended and Restated Corporate Governance Guidelines of Ingram Micro Inc., dated April 6, 2005 (incorporated by reference to Exhibit 99.2 to the 4/7/05 8-K)

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.

INGRAM MICRO INC.

By: */s/ Larry C. Boyd*

Larry C. Boyd
Senior Vice President, Secretary
and General Counsel

March 14, 2006

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.

Signature	Title	Date
/s/ Gregory M. E. Spierkel Gregory M. E. Spierkel	Chief Executive Officer and Director (Principal Executive Officer)	March 14, 2006
/s/ Kevin M. Murai Kevin M. Murai	President and Chief Operating Officer and Director	March 14, 2006
/s/ William D. Humes William D. Humes	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Accounting Officer)	March 14, 2006
/s/ Kent B. Foster Kent B. Foster	Chairman of the Board	March 14, 2006
/s/ Howard I. Atkins Howard I. Atkins	Director	March 14, 2006
/s/ John R. Ingram John R. Ingram	Director	March 14, 2006
/s/ Martha R. Ingram Martha R. Ingram	Director	March 14, 2006
/s/ Orrin H. Ingram Orrin H. Ingram II	Director	March 14, 2006
/s/ Dale R. Laurance Dale R. Laurance	Director	March 14, 2006

Signature	Title	Date
/s/ Linda Fayne Levinson Linda Fayne Levinson	Director	March 14, 2006
/s/ Gerhard Schulmeyer Gerhard Schulmeyer	Director	March 14, 2006
/s/ Michael T. Smith Michael T. Smith	Director	March 14, 2006
/s/ Joe B. Wyatt Joe B. Wyatt	Director	March 14, 2006

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EXHIBIT 10.6

INGRAM MICRO

401(k) INVESTMENT SAVINGS PLAN

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(Amended and Restated Effective April 1, 2005)

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INGRAM MICRO
401(k) INVESTMENT SAVINGS PLAN

INTRODUCTION

Ingram Micro Inc. has adopted this amendment and restatement of the Ingram Micro 401(k) Investment Savings Plan (the "Plan") effective as of April 1, 2005. The Plan was last amended and restated in its entirety effective as of January 1, 1999 (the "1999 Restatement"). Among other changes, the 1999 Restatement changed the name of the Plan from the Ingram Micro Thrift Plan to the Ingram Micro 401(k) Investment Savings Plan. The 1999 Restatement was subsequently amended by the First, Second, Third and Fourth Amendments. The Second Amendment to the 1999 Restatement reflects certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). Such Amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, such Amendment is effective as of the first day of the first Plan Year beginning after December 31, 2001. The Plan includes the provisions of such Second Amendment and is intended to continue such good faith compliance with the requirements of EGTRRA. The Plan is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, Plan provisions related to EGTRRA shall be effective as of the first day of the first Plan Year beginning after December 31, 2001. The Plan was adopted effective as of November 6, 1996 as the Ingram Micro Thrift Plan and amended several times thereafter prior to the 1999 Restatement.

The Plan is intended to provide eligible participants with a convenient way to save on a regular and long-term basis, all as set forth herein and in the trust agreement adopted as a part of the Plan. The benefits provided to any individual under the Plan will depend upon the investment results achieved under such agreement and, accordingly, may vary with respect to each individual. The Plan is a profit-sharing plan which includes a cash or deferred arrangement and provides for employer matching contributions. It is intended that the Plan and trust shall at all times be qualified and tax-exempt within the meaning of Sections 401(a), 401(k), 401(m) and 501(a) of the Internal Revenue Code of 1986, as now in effect or hereafter amended, and any other applicable provisions of law.

ARTICLE I
DEFINITIONS

When used herein the following terms shall have the following meanings:

1.1 "Account" means the account or accounts established and maintained in respect of a Participant pursuant to Section 4.1.

1.2 "Actual Deferral Percentage" means, for a specified group of Participants (either Highly Compensated Employees or Non-highly Compensated Employees) for a Plan Year, the average of the ratios (calculated separately for each Participant in the group) of (1) the amount of Employer contributions actually paid over to the Trust on behalf of such Participant for the Plan Year to (2) the Participant's Compensation for the Plan Year. Compensation, for purposes of this Section 1.2, shall mean compensation within the meaning of Section 414(s) of the Code for the Plan Year. Employer contributions on behalf of any Participant shall include: (1) any Before-Tax Contributions (but not Catch-up Contributions) made pursuant to the Participant's deferral election (including Excess Deferrals of Highly Compensated Employees), but excluding (a) Excess Deferrals of Non-highly Compensated Employees that arise solely from Before-Tax Contributions made under the Plan or plans of the Employer and (b) Before-Tax Contributions that are taken into account in the Contribution Percentage test (provided the Actual Deferral Percentage test is satisfied both with and without these Before-Tax Contributions), and (2) any QNECs or QMACs that are taken into account in the Actual Deferral Percentage Test in accordance with Section 3.5. For purposes of calculating Actual Deferral Percentages, an Employee who would be a Participant but for the failure to make Before-Tax Contributions shall be treated as a Participant on whose behalf no Before-Tax Contributions are made.

1.3 "Adjustment Factor" means the cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code, as applied to such items and in such manner as the Secretary shall provide.

1.4 "Administrator" (as defined in ERISA Section 3(16)(A)) means the Company which also shall be a named fiduciary (as defined in ERISA Section 402(a)(2)).

1.5 "After-Tax Contribution Account" means the Account to which are credited a Participant's After-Tax Contributions and earnings and losses on those contributions.

1.6 "After-Tax Contributions" means amounts contributed by a Participant pursuant to Section 3.1(b) that were included or includible in the Participant's gross income at the time contributed.

1.7 "Annual Addition" means, for any Limitation Year, the sum of any Employer contributions, Employee contributions, forfeitures and amounts allocated to an individual medical account, as defined in Section 415(I)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to a separate account of a Key Employee, as defined in Section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as Annual Additions. Employee contributions, for this purpose, shall be determined without regard to any rollover contributions (as defined in Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16) of the Code) and without regard to Employer contributions to a simplified employee pension which are not excludable from gross income under Section 408(k)(6) of the Code. Section 415(c)(1)(B) shall not apply to any contribution for medical benefits (within the meaning of Section 419(f)(2) of the Code) after separation from service which is treated as an Annual Addition.

1.8 "Average Actual Deferral Percentage" means the average (expressed as a percentage) of the Actual Deferral Percentages of the Eligible Employees in a group.

1.9 "Average Contribution Percentage" means the average (expressed as a percentage) of the Contribution Percentages of the Eligible Employees in a group.

1.10 "Before-Tax Contribution Account" means the Account to which are credited Before-Tax Contributions made on behalf of a Participant pursuant to Section 3.1 and earnings or losses on those contributions.

1.11 "Before-Tax Contributions" means the contributions made to the Plan by the Employer on behalf of a Participant who has elected to reduce his Compensation by a like amount pursuant to Section 3.1(a).

1.12 "Beneficiary" means the beneficiary or beneficiaries designated pursuant to Section 2.2 to receive the amount, if any, payable under the Plan upon the death of a Participant.

1.13 "Board of Directors" means the Board of Directors of the Company.

1.14 "Catch-Up Contribution Account" means the account to which are credited Catch-Up Contributions made on behalf of a Participant pursuant to Section 3.3 and earnings and losses on those contributions.

1.15 "Catch-Up Contributions" means the contributions made to the Plan by the Employer on behalf of a Participant in accordance with Section 3.3.

1.16 "Code" means the Internal Revenue Code of 1986, as now in effect or hereafter amended.

1.17 "Company" means Ingram Micro Inc. or any successor by merger, consolidation or otherwise.

1.18 "Compensation" means, with respect to each Participant for purposes of calculating and allocating contributions to the Plan, the total amount of Box 1 Form W-2 wages as base salary including commissions, shift differentials, over-time pay, annual bonuses, amounts paid under the Long-Term Executive Cash Incentive Award Program and special and incentive bonuses, but excluding benefits under the Plan, 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 Investment Savings Plan), travel, entertainment, and other business expense allowances from which an accounting is made to the Company, living allowances, 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 Company for purposes of the Plan, 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, voluntary or involuntary cashouts under the Paid Time Off (PTO) Program, and severance pay (even if such severance pay takes the form of continued payroll compensation after the Participant actually no longer is performing services for the Company). Compensation shall include elective deferrals and any amount which is contributed by the Company pursuant to a salary reduction agreement, which is not includible in the gross income of the Employee under Code Section 125, 402(e)(3), 402(h), 403(b) or 132(f).

The annual Compensation of each Participant taken into account for all Plan purposes shall not exceed $210,000, as adjusted by the Secretary of the Treasury 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 applies to any period, not exceeding twelve (12) months, over which Compensation is determined (the "determination period") beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the limit referred to above 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.

For other specific purposes described in the Plan, such as in Sections 1.2, 1.19, 1.23, 1.31, 3.11, 3.13, 9.3 and 9.7, "Compensation" shall have the meanings set forth in the respective sections in which the term is referenced.

1.19 "Contribution Percentage" means the ratio (expressed as a percentage) of the Participant's After-Tax Contributions, Matching Contributions, QNECs and QMACs (to the extent not taken into account for purposes of the Actual Deferral Percentage test) made under the Plan on behalf of the Participant for the Plan Year to the Participant's Compensation for the Plan Year. Compensation, for purposes of this Section 1.19, shall mean compensation within the meaning of Section 414(s) of the Code for the Plan Year. For this purpose, Matching Contributions that are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferrals, Excess Contributions or Excess Aggregate Contributions shall not be included. The Employer may also elect to include Before-Tax Contributions, provided the Actual Deferral Percentage test is met before the Before-Tax Contributions are used in the Average Contribution Percentage and continues to be met following the exclusion of those Before-Tax Contributions that are used to meet the Average Contribution Percentage Test.

1.20 "Disability" means a physical or mental condition which entitles a Participant to benefits under the Employer's long-term disability plan. The Administrator will apply the provisions of this Section 1.20 in a nondiscriminatory, consistent and uniform manner.

1.21 "Effective Date" means April 1, 2005, the date as of which this amendment and restatement of the Plan is effective except as otherwise specifically provided herein. The original Effective Date of the Plan was November 6, 1996.

1.22 "Eligible Employee" means any Employee maintained on the United States payroll of the Employer other than: (a) a leased employee within the meaning of Section 1.23, (b) any person who is included in a unit of employees covered by an agreement recognized for purposes of collective bargaining with the Employer, provided retirement benefits have been the subject of good faith bargaining and such bargaining does not provide for coverage under the Plan, (c) an Employee who is a nonresident alien deriving no earned income from the Employer which constitutes income from sources within the United States; and (d) an Employee who is employed on a temporary or nonpermanent basis, that is, hired for the duration of a particular project or projects, unless such Employee becomes eligible to participate in this Plan in accordance with Section 2.1(c). Notwithstanding any other provision of the Plan, the term 'Eligible Employee' shall not include any employee, independent contractor, leased employee or other individual unless such individual is contemporaneously treated by the Employer as an Employee for purposes of the Plan (without regard to any subsequent recharacterization or inconsistent determination made by any person or entity or by any court, agency or other authority with respect to such individual whenever effective).

1.23 "Employee" means any person employed by the Employer, other than an independent contractor or self-employed individual within the meaning of Section 401(c)(1) or an owner-employee within the meaning of Section 401(c)(3). Employee shall also include any leased employee. The term 'leased employee' means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (the 'leasing organization'), has performed services for the recipient (or for the recipient 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 (1) year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an Employee if: leased employees do not constitute more than twenty percent (20%) of the recipient's non-highly compensated workforce and the leased employee is covered by a money purchase pension plan providing (a) a nonintegrated employer contribution rate of at least ten percent (10%) of Compensation within the meaning of Section 415(c)(3) of the Code as defined in Section 3.11; (b) immediate participation; and (c) full and immediate vesting.

1.24 "Employer" means the Company and any subsidiary or affiliated organization of the Company that, with the approval of the Board of Directors and subject to such considerations as the Board of Directors may impose, adopts the Plan.

In determining Compensation for the purposes of determining who is a leased employee under Section 1.23, in determining who is a Highly Compensated Employee under Section 1.31, in determining a Participant's Hours of Service, in determining whether an election to change the Limitation Year has been made in accordance with Section 1.33, in determining a Participant's Period of Service under Section 1.39, in determining a Participant's Severance Date under Section 1.50, in determining a Participant's Severance from Employment under Section 1.51, in determining the limitation on Before-Tax Contributions under Section 3.1(b), in determining the Average Actual Deferral Percentages under Section 3.5 and the Average Contribution Percentages under Section 3.8, in determining the limitations on Annual Additions under Section 3.11, in determining the maximum loan in Section 7.5(f) and in determining whether the Plan is Top-Heavy under Article IX, the term "Employer" shall include any other corporation or other business entity that must be aggregated with the Employer under Section 414(b), (c), (m) or (o) of the Code, but only for such periods of time when the Employer and such other corporation or other business entity must be aggregated as aforesaid. For purposes of Section 3.11, such definition of "Employer" shall be modified by Section 415(h) of the Code.

1.25 "Entry Date" means each business day of the year. Notwithstanding the above, in the case of an Employee described in Section 1.22(d), Entry Date means the date the Employee becomes eligible to participate in this Plan in accordance with Section 2.1(c).

1.26 "ERISA" means the Employee Retirement Income Security Act of 1974, as now in effect or as hereafter amended.

1.27 "Excess Aggregate Contributions" means After-Tax Contributions and Matching Contributions in excess of the Contribution Percentage limit, as described in Section 401(m)(6)(B) of the Code.

1.28 "Excess Contributions" means Before-Tax Contributions in excess of the Actual Deferral Percentage limit, as described in Section 401(k)(8)(B) of the Code.

1.29 "Excess Deferrals" means Before-Tax Contributions in excess of the limits imposed by Section 402(g) of the Code.

1.30 "Fund" or "Investment Fund" means the investment funds established under Article V, or any of them.

1.31 "Highly Compensated Employee" means any Employee who performs services for the Employer during the determination year and who (a) was a five percent (5%) owner, as defined in Section 9.7(a), during the determination year or look-back year, or (b), during the look-back year received Compensation from the Employer in excess of $90,000, multiplied by the Adjustment Factor, and, if the Employer so elects by Plan amendment, was in the 'top paid group' for the look-back year.

For purposes of this definition, the determination year is the Plan Year; the look-back year is the twelve (12) month period preceding the Plan Year.

An Employee is in the 'top paid group' if the Employee is one of the top twenty percent (20%) of Employees ranked by compensation. In determining the top paid group, any reasonable method of rounding or tie breaking is permitted. For purposes of determining the number of Employees in the top paid group for any year, Employees described in Section 414(q)(5) of the Code or applicable Regulations may be excluded.

A highly compensated former Employee shall be treated as a Highly Compensated Employee if he separated from service (or is deemed to have separated) prior to the determination year, performs no service for the Employer during the determination year and was a highly compensated active Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday.

The determination of who is a Highly Compensated Employee, including the determination of the compensation that is considered, will be made in accordance with Section 414(q) of the Code and the Regulations thereunder. For purposes of this Section 1.31, Compensation means Compensation within the meaning of Section 415(c)(3) of the Code as defined in Section 3.11.

1.32 "Hour of Service" means:

(a) each hour for which an Employee is directly or indirectly paid or entitled to payment for the performance of duties for the Employer;

(b) each hour for which an Employee is directly or indirectly paid or entitled to payment by the Employer on account of a period during which no duties are performed, whether or not the employment relationship has terminated, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, but not more than 501 such hours on account of any single continuous period during which no duties are performed; and

(c) each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by the Employer.

No hours shall be credited on account of any period during which an Employee performs no duties and receives payment solely for the purpose of reimbursement for medical or medically related expenses incurred by the Employee for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws. Solely to the extent required by the Family and Medical Leave Act of 1993 (FMLA), an Employee shall be credited with Hours of Service while on a leave of absence protected under FMLA.

The same Hours of Service shall not be credited under more than one of the above clauses (a), (b) or (c); and each hour credited to an Employee under clause (a), (b) or (c) above shall be credited in accordance with Section 2530.200b-2(b) and (c) of the U.S. Department of Labor's Regulations, which hereby are incorporated by reference.

Hours of Service shall be credited for any individual considered an Employee under Section 414(n) or Section 414(o) of the Code and the related Regulations. Pursuant to Section 414(n)(4)(B) of the Code, Hours of Service shall be determined by taking into account any period for which an Employee would have been a leased employee as defined in Section 1.23 but for the fact that the Employee failed to perform services for the Employer on a substantially full-time basis for a period of at least one year.

1.33 "Limitation Year" means the calendar year, unless otherwise selected by the Employer in a manner consistent with that described in Section 1.415-2(b)(2) of the Regulations.

1.34 "Matching Contribution Account" means the Account to which are credited any Matching Contributions made on behalf of the Participant and earnings or losses on those contributions.

1.35 "Matching Contributions" means the amounts contributed on behalf of a Participant pursuant to Section 3.2.

1.36 "Non-highly Compensated Employee" means an Employee who is not a Highly Compensated Employee.

1.37 "Normal Retirement Age" means the date the Participant attains age 65. However, if a Participant was first hired by the Employer on or after January 1, 1994, Normal Retirement Age means the later of: (a) the date the Participant attains age 65, and (b) the earlier of (i) the date the Participant completes five Years of Service, and (ii) the fifth anniversary of the date the Participant commenced participation in the Plan.

1.38 "Participant" means any Participant participating in the Plan as provided in Article II or any former Employee whose participation has not ceased pursuant to Section 2.5.

1.39 "Period of Service" means a period of employment with the Employer determined under the following rules:

(a) General Rule - An Employee's Period of Service begins on his Employment Commencement Date or Reemployment

Commencement Date and ends on his Severance Date subject to the Service Spanning rules in Section 1.39(b).

(b) Service Spanning Rules - The Period of Service of an Employee who severs from service with the Employer by reason of retirement, quit or discharge, and who thereafter performs an Hour of Service within twelve months of his Severance Date shall include the intervening Period of Severance. The Period of Service of an Employee who severs from service by reason of retirement, quit or discharge occurring during an absence from service of twelve months or less which began for any reason other than retirement, quit or discharge, and who thereafter performs an Hour of Service within twelve months of the first day of such absence shall include the period intervening between his Severance Date and the date on which he again performs an Hour of Service.

(c) Employment or Reemployment

Commencement Date- An Employee's Employment Commencement Date is the date on which an Employee is first credited with an Hour of Service. An Employee's Reemployment Commencement Date is the date on which an Employee who has incurred a Period of Severance that is not taken into account as a Period of Service first performs an Hour of Service following such Period of Severance.

1.40 "Period of Severance" means any period commencing on an Employee's Severance Date except as provided in Section 1.50.

1.41 "Plan" means the Ingram Micro Inc. 401(k) Investment Savings Plan, as set forth herein and as amended from time to time.

1.42 "Plan Year" means the twelve (12) month period commencing on each January 1st on or after the Effective Date and ending on the next following December 31st.

1.43 "QMAC" means a qualified matching contribution made to the Plan pursuant to Section 3.8(f).

1.44 "QMAC Account" means the Account to which are credited QMACs made on behalf of a Participant pursuant to Section 3.8(f) and earnings or losses on those contributions.

1.45 "QNEC" means a qualified non-elective contribution made to the Plan pursuant to Section 3.5(f).

1.46 "QNEC Account" means the Account to which are credited QNECs made on behalf of a Participant pursuant to Section 3.5(f) and earnings or losses on those contributions.

1.47 "Regulations" means the Treasury regulations issued under the Code or any other applicable law by the Internal Revenue Service and any proposed or temporary regulations or rules pending the issuance of such regulations.

1.48 "Rollover Account" means the Participant's Account to which is credited any Rollover Contribution made by the Participant and earnings or losses on that contribution.

1.49 "Rollover Contribution" means a contribution made by a Participant pursuant to Section 3.4.

1.50 "Severance Date" means the earlier of (a) the date on which an Employee separates from service with the Employer by reason of his retirement, death, quit or discharge or (b) the first anniversary of the date on which the Employee begins an absence from active employment for any reason other than his retirement, death, quit or discharge. Solely for purposes of determining the extent of an Employee's Period of Severance, the Severance Date of an Employee who is absent from work for more than twelve months due to the pregnancy of the Employee, the birth of a child of the Employee or the placement of a child with the Employee in connection with the adoption of the child by the Employee or for purposes of caring for that child immediately following the child's birth or placement, shall be deemed to be the second anniversary of the first day of such absence. The period between the first and second anniversaries of the first day of such absence (or between the first anniversary and the date of the Employee's return to active employment if he returns before the second anniversary) shall be neither a Period of Service nor a Period of Severance.

1.51 "Severance from Employment" means the termination of the Employee's employment relationship with the Employer.

1.52 "Spouse" means the person to whom a Participant is legally married on the earlier of (a) the date on which the Participant's Account balances are distributed due to the Participant's Severance from Employment, or (b) the Participant's date of death.

1.53 "Trust Agreement" means the agreement entered into between the Company and the Trustee to carry out the purposes of the Plan.

1.54 "Trust Fund" means the assets of the Plan held in trust by the Trustee in accordance with the Trust Agreement.

1.55 "Trustee" means the trustee or trustees by whom the assets of the Plan are held in accordance with the Trust Agreement.

1.56 "Valuation Date" means any business day on which the New York Stock Exchange is open for and conducting business, or any more frequent date designated by the Administrator or the Trustee.

1.57 "Year of Service" means a Period of Service of 365 days, with less than whole year Periods of Service aggregated on the basis of days. A Participant shall receive a credit for a day of service for each day for which he is credited with an Hour of Service. A day of service counted in one Year of Service shall not be included in another Year of Service.

Wherever used herein, the singular includes the plural and the masculine includes the feminine, unless the context clearly requires otherwise.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.1 Eligibility

(a) Each Eligible Employee who was a Participant in the Plan on March 31, 2005 shall continue to participate on the Effective Date.

(b) Each other Eligible Employee shall be eligible to become a Participant on any Entry Date on or after the date on which he is first credited with an Hour of Service.

(c) If an Employee described in Section 1.22(d) completes at least 1,000 Hours of Service in a computation period, the Employee shall be eligible to become a Participant on the earlier of the first day of the Plan Year beginning after the computation period, or six months after the completion of such computation period. For purposes of this Section 2.1(c), computation period means the twelve month period beginning on the Employee's date of hire or any Plan Year beginning after his date of hire.

2.2 Beneficiary Designation

Each Participant may file a designation in accordance with procedures established by the Administrator naming as Beneficiary a person, persons or entity to receive benefits payable upon his death. A Participant may at any time revoke or change his Beneficiary designation by filing a new designation in accordance with procedures established by the Administrator. Any Beneficiary designation or revocation or change thereof naming as primary Beneficiary a person, persons or entity other than the Participant's Spouse must be made with the written consent of the

Participant's Spouse acknowledging the effect of such designation, revocation or change and witnessed by a notary public. Written consent of the Participant's Spouse shall not be required if it is established in accordance with procedures established by the Administrator and applied on a uniform and nondiscriminatory basis that there is no Spouse, the Spouse cannot be located or under other circumstances as may be prescribed in Regulations. If the Participant is unmarried and fails to designate a Beneficiary or the Beneficiary does not survive the Participant, the benefits payable upon the death of the Participant will be paid to the Participant's estate.

2.3 Eligibility Upon Reemployment

Any person reemployed by an Employer as an Eligible Employee shall again be eligible to become a Participant as of his date of rehire.

2.4 Transferred Employees

(a) A Participant who remains in the employ of the Employer but ceases to be an Eligible Employee shall continue to be a Participant and shall be credited with Hours of Service, but he shall not be eligible to have Before-Tax Contributions, After-Tax Contributions, Catch-up Contributions or Employer contributions made on his behalf for as long as his employment status is other than that of an Eligible Employee. Any Compensation of such a Participant while he has an employment status other than that of an Eligible Employee shall be disregarded for all Plan purposes.

(b) If an Employee transfers from an employment status with an Employer other than as an Eligible Employee and thereby becomes an Eligible Employee, he shall be eligible to become a Participant and have Before-

Tax, After-Tax Contributions, Catch-up Contributions and Employer contributions made on his behalf as of the next following Entry Date.

2.5 Termination of Participation

A Participant's participation shall cease upon distribution to him of his entire vested Account or upon his death prior to such distribution.

ARTICLE III
CONTRIBUTIONS AND ALLOCATIONS

3.1 Employee Contributions

An Eligible Employee who meets the requirements of Section 2.1 may make Before-Tax Contributions and/or After-Tax Contributions in accordance with the respective provisions of this Section 3.1.

(a) Before-Tax Contributions

(1) An Eligible Employee who meets the requirements of Section 2.1 may, by advance notice in accordance with procedures prescribed by the Administrator, elect to have his subsequent Compensation reduced by means of payroll reduction as of any Entry Date and to have an equal amount contributed to the Plan on his behalf as Before-Tax Contributions. The reduction shall commence effective with the first payroll period that begins as soon as administratively practicable thereafter.

(2) An Eligible Employee who is not a Highly Compensated Employee may elect to make Before-Tax Contributions of up to fifty percent (50%) of his Compensation, in one percent (1%) increments, reduced by the amount of any After-Tax Contributions made on his behalf pursuant to Section 3.1(b).

(3) An Eligible Employee who is a Highly Compensated Employee may elect to make Before-Tax Contributions of up to the whole percentage of his Compensation designated as permissible by the Administrator, reduced by the amount of any After-Tax Contributions made on his

behalf pursuant to Section 3.1(b). In no event shall the percentage so designated by the Administrator exceed the maximum percentage of Compensation that an Eligible Employee who is not a Highly Compensated Employee may elect to contribute for such Plan Year.

(4) In no event will the Before-Tax Contributions made on behalf of a Participant exceed the dollar limit in effect under Section 402(g) of the Code, reduced by the amount of the Participant's other Before-Tax Contributions made through the Employer for the calendar year.

(5) The percentage of contributions designated by a Participant pursuant to Section 3.1(a) shall automatically apply to increases and decreases in his Compensation. A Participant may, in accordance with applicable administrative procedures, change the percentage of his Compensation to be contributed to the Plan as Before-Tax Contributions as of any Entry Date. The change shall commence effective with the first payroll period that begins as soon as administratively practicable thereafter. The changed percentage shall remain in effect until subsequently changed.

(6) A Participant may, by giving advance notice in accordance with applicable administrative procedures, elect to suspend his Before-Tax Contributions at any time. The suspension shall commence effective with the next payroll period that begins as soon as administratively practicable thereafter. A Participant who has suspended his Before-Tax Contributions may, by giving advance notice in accordance with applicable administrative procedures, elect to resume making Before-Tax Contributions as of any Entry Date thereafter. The resumption shall commence effective with the first payroll period that begins as soon as administratively practicable thereafter.

(7) A Before-Tax Contribution may be taken into account for purposes of determining the Actual Deferral Percentage only if each of the following requirements is satisfied: (1) the Before-Tax Contribution is allocated to the Participant's Account as of a date within the Plan Year; and (2) the Before-Tax Contribution relates to Compensation that either (i) would have been received by the Participant in the Plan Year but for the Participant's election to defer, or (ii) is attributable to services performed by the Participant in the Plan Year and, but for the Participant's election to defer, would have been received by the Participant within two and one-half months after the close of the Plan Year. For purposes of (1), a Before-Tax Contribution is considered allocated as of a date within a Plan Year only if (i) the allocation is not contingent upon the Participant's participation in the Plan or performance of services on any date subsequent to that date, and (ii) the Before-Tax Contribution is actually paid to the Trust no later than the end of the twelve month period immediately following the Plan Year to which the Before-Tax Contribution relates.

(8) If Before-Tax Contributions are returned to the Employer under Section 3.12, the elections to reduce Compensation that were made by Participants on whose behalf those contributions were made shall be void retroactively to the beginning of the period for which returned contributions were made.

(b) After-Tax Contributions

(1) An Eligible Employee who meets the requirements of Section 2.1 may, by advance notice in accordance with procedures prescribed by the

Administrator, elect to contribute After-Tax Contributions to the Plan by means of payroll deduction as of any Entry Date.

(2) An Eligible Employee who is not a Highly Compensated Employee may elect to make After-Tax Contributions of up to fifty percent (50%) of his Compensation, in one percent (1%) increments, reduced by the amount of any Before-Tax Contributions made on his behalf pursuant to Section 3.1(a).

(3) An Eligible Employee who is a Highly Compensated Employee may elect to make After-Tax Contributions of up to the whole percentage of his Compensation designated as permissible by the Administrator, reduced by the amount of any Before-Tax Contributions made on his behalf pursuant to Section 3.1(a). In no event shall the percentage so designated by the Administrator exceed the maximum percentage of Compensation that an Eligible Employee who is not a Highly Compensated Employee may elect to contribute for such Plan Year.

3.2 Employer Contributions

The Employer may make a Matching Contribution for each Participant who makes Before-Tax Contributions and/or After-Tax Contributions for the payroll period equal to fifty percent (50%) of the Participant's Before-Tax Contributions and/or After-Tax Contributions for the payroll period not exceeding five percent (5%) of the Participant's Compensation for the payroll period. Matching Contributions shall not be made on account of Catch-Up Contributions.

For purposes of determining the Matching Contribution, if any, for a Plan Year, any amounts paid under the Annual Incentive Award Program and the

Long-Term Executive Cash Incentive Award Program shall be excluded from Compensation.

The Employer shall determine, in its absolute discretion, whether Matching Contributions shall be made for a Plan Year. The Employer is not required to contribute Matching Contributions for any Plan Year.

Notwithstanding the foregoing, the Employer may discontinue Matching Contributions for Participants who are Highly Compensated Employees if it is determined that continuation of such contributions in accordance with this Section 3.2 might cause the Plan to exceed the limitations of Section 401(m) of the Code and Section 3.8 of the Plan. The Employer, in its discretion, may make additional Matching Contributions with respect to Participants who are Non-highly Compensated Employees in the event such contributions are necessary to pass the Actual Contribution Percentage Test in Section 3.8.

3.3 Catch-Up Contributions

Each Participant who has attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions of up to twenty-five (25%) of Compensation in accordance with, and subject to, the limitations of Section 414(v) of the Code. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of making such Catch-Up Contributions.

3.4 Rollover Contributions

(a) An Eligible Employee may, by notice received by the Administrator and under such terms and conditions as the Administrator shall determine, make a Rollover Contribution to the Plan and Trust Fund. The Administrator may require the individual to submit such evidence and documentation as the Administrator determines necessary to be assured that the proposed contribution qualifies as a Rollover Contribution.

A Rollover Contribution is (1) a distribution of an "eligible rollover distribution" (as defined in Section 402(c)(4) of the Code) from a qualified plan described in Section 401(a) or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code or an eligible plan under Section 457(b) of the Code which is maintained by a state political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state, (2) a distribution from an individual retirement account or individual retirement annuity described in Section 408 of the Code that is eligible to be rolled over and would otherwise be includible as gross income, or (3) a direct rollover of an eligible rollover distribution from (i) a qualified plan described in Section 401(a) or 403(a) of the Code excluding after-tax employee contributions, (ii) an annuity contract described in Section 403(b) of the Code excluding after-tax employee contributions, or (iii) an eligible plan under Section 457(b)of the Code which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state of political subdivision of a State. Section 402(c)(9) shall apply in determining whether a distribution is a Rollover Contribution for purposes of Section 3.4.

(b) A distribution described in (a)(1) or (2) above must be received by the Trust Fund on or before the 60th day following the Employee's receipt of the distribution from the distributing plan or contract.

(c) The amount received pursuant to this Section 3.4 shall be transferred to the Trust Fund and credited to a separate Rollover Contribution Account maintained by the Administrator for the Employee in accordance with Article IV herein.

3.5 Actual Deferral Percentage Test

(a) For the Plan Year, the Average Actual Deferral Percentage for the group of all Highly Compensated Employees who are Eligible Employees must satisfy at least one of the following tests:

(1) the Average Actual Deferral Percentage for said group of Highly Compensated Employees for that Plan Year shall not be more than the Average Actual Deferral Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year multiplied by 1.25; or

(2) the Average Actual Deferral Percentage for said group of Highly Compensated Employees for that Plan Year shall not exceed two (2) percentage points more than the Average Actual Deferral Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year, and the Average Actual Deferral Percentage for said group of Highly Compensated Employees for that Plan Year shall not be more than the Average Actual Deferral Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year multiplied by 2.

For Plan Years beginning on or after January 1, 2006, the Average Actual Deferred Percentage for the group of Non-highly Compensated Employees for purposes of the foregoing tests shall be based on the Average Actual Deferral Percentage for the group of Non-highly Compensated Employees who are eligible to participate in the Plan in the current Plan Year.

(b) If Before-Tax Contributions are made to the Plan for a Plan Year for a Highly Compensated Employee who also is eligible to have salary reduction contributions allocated to his account under another plan maintained by the Employer that provides a cash or deferred arrangement described in Section 401(k) of the Code, the Actual Deferral Percentage for that Highly Compensated Employee shall be calculated as if all such other plans are part of the Plan. However, if a Highly Compensated Employee participates in two (2) or more cash or deferred arrangements that are parts of plans that have different plan years, the cash or deferred arrangements shall be treated as a single arrangement with respect to the plan years ending with or within the same calendar year.

(c) If the Plan satisfies the requirements of Section 401(k), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more plans satisfy the requirements of such sections of the Code only if aggregated with the Plan, this Section 3.5 shall be applied by determining the Actual Deferral Percentages of Employees as if all such plans were a single plan. However, plans may be aggregated in order to satisfy Section 401(k) of the Code only if they have the same plan year.

(d) For the purposes of satisfying the requirements of Section 401(k), 401(a)(4) or 410(b) of the Code, the Plan may be disaggregated into two or more plans or the Plan may be aggregated with one or more other plans, to the extent permitted by Sections 401(k), 401(a)(4) and 410(b) of the Code and the Regulations thereunder.

(e) For purposes of determining the Actual Deferral Percentage, Before-Tax Contributions must be made before the last day of the twelve (12) consecutive month period immediately following the Plan Year to which those contributions relate.

(f) To enable the Plan to satisfy the test described in Section 3.5(a), the Employer may elect to make a QNEC to the Plan for each Plan Year in an amount, if any, that the Employer, in its sole discretion, determines. All QNECs will be one hundred percent (100%) vested and subject to the distribution requirements applicable to Before-Tax Contributions as described in Section 401(k)-1(d) of the Treasury Regulations. QNECs will be allocated to the Participant's QNEC Account as of the end of the Plan Year with respect to which the QNEC is made. QNECs will be paid to the Trustee after such contribution is authorized by the Employer but no later than twelve (12) months after the end of the Plan Year in which such contribution is allocated.

3.6 Reductions During Plan Year

If, during the Plan Year, the Administrator determines that the Actual Deferral Percentage test provided in Section 3.5 is not met at the time of its review or would not be met if part or all of Before-Tax Contributions continue to be made on behalf of Participants who are Highly Compensated Employees, the Administrator, in its sole discretion, may reduce the rate (to zero (0) if necessary) of Before-Tax Contributions that would have been made during the remainder of the Plan Year. The Administrator may, in its sole and absolute discretion, limit or discontinue the Before-Tax Contributions of Highly Compensated Employees to comply with the contribution limits set forth herein.

3.7 Return or Recharacterization of Excess Contributions After End of Plan Year

(a) If, after the last day of the Plan Year, the Administrator determines that the Average Actual Deferral Percentage requirements of Section 3.5 have not been satisfied, the Administrator, within two and one-half (2 1/2) months after the end of the Plan Year (but not later than the last day of the next Plan Year), shall distribute the Excess Contributions, adjusted for any income or loss, to all affected Participants who are Highly Compensated Employees. The Administrator shall calculate any Excess Contributions after determining the amount of Excess Deferrals pursuant to Section 3.10. The amount of Excess Contributions to be distributed shall be reduced by any Excess Deferrals previously distributed to the Participant for the tax year ending with or within the Plan Year. The amount of Excess Deferrals to be distributed for a tax year shall be reduced by any Excess Contributions previously distributed for the Plan Year beginning with or within the Participant's tax year.

(b) The income or loss allocable to Excess Contributions for the Plan Year shall be determined by multiplying the income or loss allocable to the Participant's Before-Tax Contributions for the Plan Year by a fraction, the numerator of which is the Excess Contribution on behalf of the Participant for the Plan Year and the denominator of which is the Participant's Account balance attributable to Before-Tax Contributions on the last day of the Plan Year, without regard to any income or loss during the Plan Year. No income or loss shall be attributable to the period between the end of the Plan Year and the date of the distribution.

(c) The amount of Excess Contributions for Highly Compensated Employees shall be determined as provided in this paragraph. First, the Actual Deferral Percentage of the Highly Compensated Employee with the highest such

Percentage will be reduced to the extent necessary to satisfy the Actual Deferral Percentage test or cause the percentage for that Highly Compensated Employee to equal the percentage for the Highly Compensated Employee with the next highest such Percentage. Second, this process will be repeated until the Actual Deferral Percentage test is satisfied. The total of such Excess Contributions shall then be distributed to Highly Compensated Employees in descending order commencing with the Highly Compensated Employee with the highest dollar amount of Before-Tax Contributions and other contributions to be distributed in order to satisfy the Actual Deferral Percentage test, consistent with the provisions of Notice 97-2 issued by the Internal Revenue Service.

(d) Excess Contributions distributed to Participants in accordance with this Section 3.7 shall be distributed in the following order: (1) from the Participant's Before-Tax Contribution Account, to the extent such Contributions are not subject to Matching Contributions, and (2) from the Participant's Before-Tax Contribution Account, to the extent such contributions are subject to Matching Contributions. If Excess Contributions are distributed to Participants in accordance with this Section 3.7, the Participant shall immediately forfeit all Matching Contributions that were made to match such distributed Excess Contributions.

(e) For purposes of this Section 3.7, Excess Contributions means Before-Tax Contributions in excess of the Actual Deferral Percentage limit as described in Section 401(k)(8)(B) of the Code.

(f) A Participant may elect to treat his or her Excess Contributions as an amount distributed to the Participant and then contributed by the Participant to the Plan as an After-Tax Contribution. Such recharacterized amounts will remain nonforfeitable and subject to the same distribution requirements as Before-

Tax Contributions. Amounts may not be recharacterized by a Highly Compensated Employee to the extent that such amount in combination with other Participant contributions made by that Employee under all plans maintained by the Employer would exceed any stated limit under the Plan for Participant contributions. Excess Contributions may not be recharacterized under this paragraph any later than 2 1/2 months after the last day of the Plan Year in which the Excess Contributions arise. Recharacterization will be deemed to occur on the date the last Highly Compensated Employee is informed in writing of the amount to be recharacterized and the consequences thereof. Recharacterized amounts will be taxable to the Participant for the Participant's tax year in which the Participant would have received such amounts in cash.

3.8 Actual Contribution Percentage Test

(a) For any Plan Year beginning before January 1, 2006, the Average Contribution Percentage for the group of all Highly Compensated Employees who are Eligible Employees must satisfy at least one of the following tests:

(1) The Average Contribution Percentage for said group of Highly Compensated Employees for that Plan Year shall not be more than the Average Contribution Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year multiplied by 1.25; or

(2) The Average Contribution Percentage for said group of Highly Compensated Employees for that Plan Year shall not exceed 2 percentage points more than the Average Contribution Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year, and the Average Contribution Percentage for said group of Highly Compensated Employees for that

Plan Year shall not be more than the Average Contribution Percentage for the group of Non-highly Compensated Employees who were Eligible Employees for the prior Plan Year multiplied by 2.

For Plan Years beginning on or after January 1, 2006, the Average Contribution Percentage for the group of Non-highly Compensated Employees for purposes of the foregoing tests shall be based on the Average Contribution Percentage for the group of Non-highly Compensated Employees who are eligible to participate in the Plan in the current Plan Year.

(b) If After-Tax and/or Matching Contributions are made to the Plan for a Plan Year for a Highly Compensated Employee who also is eligible to have after-tax contributions and/or matching contributions allocated to his account under another plan maintained by the Employer that is qualified under Section 401(a) of the Code, the Contribution Percentage for that Highly Compensated Employee shall be calculated as if all such other plans are part of the Plan. However, plans that are not permitted to be aggregated under Reg. Sec. 1.410(b)-7(c), as modified by Reg. Sec. 1.401(k)-1(g)(11), are not aggregated for this purpose. If a Highly Compensated Employee participates in two or more plans that have different plan years, this Section 3.8 shall be applied by treating all plans that have plan years ending with or within the same calendar year as a single plan.

(c) If the Plan satisfies the requirements of Sections 401(m), 401(a)(4) and 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with the Plan, this Section shall be applied by determining the Contribution Percentages of Employees as if all such plans were a single plan. However, plans may be aggregated in order to satisfy Section 401 (m) of the Code only if they have the same plan years.

(d) For the purposes of satisfying the requirements of Section 401(m), 401(a)(4) or 410(b) of the Code, the Plan may be disaggregated into two or more plans or the Plan may be aggregated with one or more other plans, to the extent permitted by Sections 401(m), 401(a)(4) and 410(b) of the Code and the Regulations thereunder.

(e) For purposes of determining the Contribution Percentage, (i) After-Tax Contributions are considered to have been made in the Plan Year as of which they are contributed to the Trust Fund and (ii) Matching Contributions will be considered made for a Plan Year if made before the last day of the twelve (12) consecutive month period immediately following the Plan Year to which those contributions relate.

(f) To enable the Plan to satisfy the test described in Section 3.8(a), the Employer may elect to make a QMAC to the Plan for each Plan Year in an amount, if any, as determined by the Employer in its sole discretion. All QMACs made pursuant to this Section 3.8(f) will be one hundred percent (100%) vested and subject to the distribution requirements applicable to Before-Tax Contributions as described in Section 1.401(k)-1(d) of the Treasury Regulations. QMACs will be allocated to the Participant's QMAC Account as of the end of the Plan Year with respect to which the QMAC is made. QMACs will be paid to the Trustee after such contribution is authorized by the Employer, but no later than twelve (12) months after the end of the Plan Year in which such contribution is allocated.

3.9 Return of Excess Aggregate Contributions

(a) If, after the last day of the Plan Year, the Administrator determines that the Average Contribution Percentage requirements of Section 3.8 have not been satisfied, the Administrator, within two and one-half (2 1/2) months after the end of the Plan Year (but not later than the last day of the next Plan Year), shall first cause to be forfeited, if forfeitable, or if not forfeitable, distribute the Excess Aggregate Contributions, adjusted for any income or loss, to all affected Participants who are Highly Compensated Employees. The Administrator shall calculate any Excess Aggregate Contributions after determining the amount of Excess Deferrals pursuant to Section 3.10 and the amount of Excess Contributions pursuant to Section 3.7.

(b) The income or loss allocable to Excess Aggregate Contributions for the Plan Year shall be determined by multiplying the income or loss allocable to Matching Contributions and After-Tax Contributions made on behalf of the Participant for the Plan Year by a fraction, the numerator of which is the Excess Aggregate Contribution on behalf of the Participant for the Plan Year and the denominator of which is the Participant's Matching Contribution Account and After-Tax Contribution Account balances on the last day of the Plan Year, without regard to any income or loss during the Plan Year. No income or loss shall be attributable to the period between the end of the Plan Year and the date of the distribution.

(c) The amount of Excess Aggregate Contributions for Highly Compensated Employees shall be determined as provided in this Section 3.9. First, the Contribution Percentage of the Highly Compensated Employee with the highest such Percentage will be reduced to the extent necessary to satisfy the Contribution Percentage test or cause the percentage for that Highly Compensated Employee to equal the percentage for the Highly Compensated Employee with the next highest such Percentage. Second, this process will be repeated until the Contribution Percentage test is satisfied. The total of such Excess Aggregate Contributions to be distributed shall then be distributed to Highly Compensated Employees in descending order commencing with the Highly Compensated Employee with the highest dollar amount of Excess Aggregate Contributions and other contributions to be distributed in order to satisfy the Contribution Percentage test, consistent with the provisions of Notice 97-2 issued by the Internal Revenue Service.

(d) Excess Aggregate Contributions forfeited in accordance with this Section 3.9 shall be treated as Annual Additions under Section 3.11 and shall be applied to reduce subsequent Matching Contributions.

(e) Excess Aggregate Contributions distributed to Participants in accordance with this Section 3.9 shall be distributed in the following order: (1) from the Participant's After-Tax Contribution Account, and (2) from the Participant's Matching Contribution Account.

3.10 Distribution of Excess Deferrals

(a) A Participant may state a claim for the return of Excess Deferrals and such Excess Deferrals, adjusted for any income or loss, shall be distributed if administratively practicable no later than the April 15th following the calendar year for which such allocable Excess Deferrals are made. The Participant's claim shall be made in accordance with procedures established by the Administrator, shall be submitted to the Administrator no later than March 1st (or as late as April 14 if allowed by the Administrator), shall specify the Participant's Excess Deferrals for the preceding calendar year, and shall be accompanied by the Participant's statement that such amounts, if not distributed, will constitute Excess Deferrals.

(b) The income or loss allocable to Excess Deferrals for the Plan Year shall be determined by multiplying the income or loss allocable to the Participant's Before-Tax Contributions for the Plan Year by a fraction, the numerator of which is the Excess Deferrals on behalf of the Participant for the Plan Year and the denominator of which is the Participant's Account attributable to Before-Tax Contributions on the last day of the Plan Year, without regard to any income or loss during the Plan Year. No income or loss shall be attributable to the period between the end of the Plan Year and the date of the distribution.

(c) If Excess Deferrals have previously been distributed within the Plan Year, the Plan shall offset such distribution from the amount of the Participant's Excess Contributions, if any, to be distributed for such Plan Year. In addition, the amount of Excess Deferrals that may be distributed for a Participant by the Plan for a Plan Year shall be reduced by the amount of Excess Contributions previously distributed.

(d) Excess Deferrals are Before-Tax Contributions in excess of the limit imposed by Section 402(g) of the Code.

(e) Excess Deferrals shall be taken first from unmatched Before-Tax Contributions and then from matched Before-Tax Contributions. Any Matching Contributions attributable to refunded Excess Deferrals, adjusted for investment gain or loss, shall be forfeited and used in the manner described in Section 6.3.

3.11 Maximum Annual Additions

(a) The Annual Addition to a Participant's Accounts for any Limitation Year, when added to the annual additions for such year under any other defined contribution plans (including voluntary employee contribution accounts in a defined benefit plan and key employee accounts under a welfare benefit plan described in Section 419 of the Code as well as employer contributions allocated to an IRA) maintained by the Employer, shall not exceed the lesser of:

(1) one hundred percent (100%) of the Participant's Compensation as defined in Section 415(c)(3) of the Code for that Limitation Year, or

(2) $42,000 multiplied by the Adjustment Factor.

The Compensation limitation referred to in (1) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

Effective January 1, 2005, Compensation as defined in Section 415(c)(3) of the Code means wages within the meaning of Section 3401(a) of the Code and all other payments of compensation to an Employee by the Employer (in the course of Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Sections 6041(d), 6051(a)(3), and 6052 of the Code. Compensation must be determined without regard to any rules under Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code).

Compensation for a Limitation Year is the compensation actually paid or made available during such Limitation Year.

Compensation for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code) is the compensation such Participant would have received for the Limitation

Year if the Participant was paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

Compensation paid or made available during a Limitation Year shall include any elective deferral as defined in Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Section 125, 132(f)(4) or 457 of the Code.

The Trustees shall, pursuant to the Administrator's directions, distribute the excess of a Participant's Annual Additions comprising (i) After-Tax Contributions and (ii) Before-Tax Contributions, in that order, over the limits stated above to the Participant in the event that such excess is caused by the allocation of forfeitures, a reasonable error in estimating a Participant's Compensation or in determining the amount of After-Tax Contributions and/or Before-Tax Contributions that may be made with respect to the Participant for the Plan Year or other circumstances approved by the Commissioner of Internal Revenue. Any contributions to be so distributed shall include any income but not any loss attributable thereto, to the extent permitted by Regulations, and the Participant shall immediately forfeit all Matching Contributions, including any income but not any loss attributable thereto, that were made to match such distributed After-Tax Contributions and/or Before-Tax Contributions. Such forfeited Matching Contributions shall be held unallocated in a suspense account and credited as part of Matching Contributions for the next and succeeding Limitation Years, as necessary, for all Participants in the Plan. Investment income less loss attributable to amounts held in such suspense account shall be similarly applied and shall be treated as Annual Additions when allocated to Participants' Accounts.

3.12 Return of Contributions to Employer

(a) If all or part of the Employer's contributions hereunder are conditioned upon their deductibility under Section 404 of the Code and the deduction for all or any part of such contributions to the Plan is disallowed by the Internal Revenue Service, the portion of the contributions to which such disallowance applies shall be returned to the Employer without interest, but reduced by any investment loss attributable to those contributions. The return shall be made as soon as practicable within one (1) year after the disallowance. All Contributions to the Plan are conditioned on their deductibility.

(b) If a contribution is made due to a mistake of fact, the Employer may require the Trustee to return the contribution, without interest but reduced by any investment loss allocable to the contribution. The return shall be made as soon as practicable within one (1) year after the date the contribution was made.

(c) If, upon termination of the Plan, there remain Trust assets held in suspense accounts, the Trustee shall return such assets to the Employer. Notwithstanding the foregoing, the Employer may elect to reallocate the assets held in suspense accounts to those Employees who are Participants under the Plan as of the date of termination of the Plan in proportion to their Compensation.

3.13 Rights of Reemployed Veterans

In accordance with Section 13.15, a Reemployed Veteran shall be entitled to the restoration of certain benefits under the Plan that would have accrued, or that he or she would have received, under the Plan but for his or her absence from the employ of the Employer due to Qualified Military

Service. A Reemployed Veteran is defined as an Employee who left the employ of the Employer to perform service in the Armed Services of the United States, and subsequently was reemployed by the Employer pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). 'Qualified Military Service' is defined as service in the uniformed services (as defined in chapter 43 of title 38, United States Code) performed by the Reemployed Veteran whose entitlement to reemployment rights pursuant to USERRA arose with respect to such service.

(a) Crediting of Period of Qualified Military Service

To the extent required by USERRA and Section 414(u) of the Code, the Reemployed Veteran, for all purposes under the Plan, shall be credited Hours of Service for his or her absence from the employ of the Employer due to Qualified Military Service, in accordance with the regulations or other rules provided by the Internal Revenue Service.

(b) "Make-Up" Contributions

To the extent required by USERRA and Section 414(u) of the Code, the Reemployed Veteran shall be permitted to make additional contributions and receive related Matching Contributions during the period which (1) begins on the Reemployed Veteran's date of reemployment with the Employer, and (2) has the same length as the lesser of: (i) the period of Qualified Military Service multiplied by 3, or (ii) five (5) years.

The maximum amount of additional contributions that the Reemployed Veteran is permitted to make is the maximum amount of such contributions that the Reemployed Veteran would have been permitted to make had he or she continued to be employed by the Employer during the period of Qualified

Military Service and received Compensation. Compensation for purposes of this Section 3.13 shall be based on the rate of pay that the Reemployed Veteran would have received during the period of Qualified Military Service had he remained employed by the Employer. If such rate of pay was not reasonably certain, such Compensation shall be based on the Reemployed Veteran's average Compensation from the Employer during (1) the twelve (12) month period immediately before the Qualified Military Service, or (2) if shorter, the period of employment immediately before the Qualified Military Service.

If any contribution is made by an Employer or an Employee under the Plan with respect to an Employee whose reemployment is governed by USERRA:

(i) Such contribution shall not be subject to any otherwise applicable limitation contained in Section 402(g), 402(h), 403(b), 404(a), 404(h), 408, 415 or 457 of the Code and shall not be taken into account in applying such limitations to other contributions or benefits under such plan or any other plan, with respect to the year in which the contribution is made;

(ii) Such contribution shall be subject to the limitations referred to in (i) above with respect to the year to which the contribution relates (in accordance with rules prescribed by the Secretary of the Treasury); and

(iii) The Plan shall not be treated as failing to meet the requirements of Section 401(a)(4), 401(a)(26), 401(k)(3), 401(k)(11), 401(k)(12), 401(m), 403(b)(12), 408(k)(3), 408(k)(6), 408(p), 410(b) or 416 of the Code by reason of the making of (or the right to make) such contribution.

3.14 Early Participation Testing Rule

If the Employer elects to apply Section 410(b)(4)(B) of the Code in determining whether the Plan satisfies the requirements of Section 410(b) of the Code, the Employer may, in determining whether the Plan meets the requirements of Section 3.5 and/or Section 3.8 exclude from consideration all Eligible Employees (other than Highly Compensated Employees) who have not met the minimum age and service requirements of Section 410(a)(1)(A) of the Code.

ARTICLE IV
MAINTENANCE AND VALUATION OF ACCOUNTS

4.1 Maintenance of Accounts

A separate After-Tax Contribution Account, Before-Tax Contribution Account, Catch-Up Contribution Account, Matching Contribution Account, and if necessary, QMAC Account, QNEC Account and Rollover Contribution Account shall be maintained for each Participant as well as any other accounts or subaccounts as the Administrator deems necessary or desirable.

4.2 Valuation of Accounts

As of each Valuation Date, the Accounts of each Participant shall be adjusted to reflect contributions, withdrawals, distributions, income earned or accrued, expenses paid from the assets of the Plan and any increase or decrease in the fair market value of the assets of the Plan since the preceding Valuation Date.

4.3 Account Statements

At least once a year, each Participant shall be furnished with a statement stating the dollar value of his Accounts and the vested portion of his Accounts.

ARTICLE V
INVESTMENT OF CONTRIBUTIONS

5.1 Investment Funds

(a) The Administrator from time to time shall direct the Trustee to establish and maintain one or more Investment Funds, hereinafter referred to as Funds, for the investment of assets of the Trust Fund. The number and type of Funds shall be determined by the Administrator, which may, in its discretion, direct the Trustee to establish and maintain one or more additional Funds or to delete one or more existing Funds.

(b) Pending the investment of any amounts in a Fund, the Trustee may invest assets of the Trust Fund temporarily in interest-bearing accounts, certificates of deposit, Treasury bills, commercial paper, money market funds, short-term obligations of the United States Government, short-term investment funds or other short-term obligations selected by the Trustee. The Trustee may keep such amounts of cash as it, in its sole discretion, shall deem necessary or advisable as part of such Funds, all within the limitations specified in the Trust Agreement.

(c) All interest, dividends and proceeds from the disposition of and other income received with respect to assets held with respect to each of the Funds shall be reinvested in the respective Fund and all expenses of the Trust that are properly allocable to a particular Fund shall be so allocated and charged.

5.2 Investment of Participant Accounts

A Participant may, in accordance with applicable administrative procedures, specify the percentages of his Accounts that shall be invested in each Fund maintained under the Plan. If a Participant fails to make an election pursuant to this Section 5.2, all of his Accounts shall be invested in the Fund that the Administrator determines, in its sole discretion, is consistent with the prudent discharge of its fiduciary duties. A Participant may not invest more than fifty percent (50%) of his Before-Tax Contributions and After-Tax Contributions in the Ingram Micro Stock Fund. Rollover Contributions may not be invested in the Ingram Micro Stock Fund.

5.3 Responsibility for Investments

Each Participant is solely responsible for the selection of his investment options. The Trustee, the Administrator, the Employer and the officers, supervisors and other employees of the Employer are not empowered to advise a Participant as to the manner in which his Accounts shall be invested. The fact that a particular Fund is available to Participants for investment under the Plan shall not be construed as a recommendation for investment in that Fund. The Trustee shall be the named fiduciary for the purposes of carrying out the Participant's investment instructions.

5.4 Changing Investment Elections - Future Contributions

A Participant may, in accordance with applicable administrative procedures, change his investment election as to subsequent contributions, subject to the limitations of Section 5.2, as of any Valuation Date.

5.5 Transfer Among Funds

A Participant may, in accordance with applicable administrative procedures and subject to any restrictions that may imposed by particular Funds, elect to transfer all or a portion of the balance in all of his Accounts between and among Funds as of any Valuation Date. The Employer, however, reserves the right, in its sole discretion, to implement reasonable restrictions on a Participant's right to transfer among Funds. A Participant is not permitted to transfer other investment options to the Ingram Micro Stock Fund.

A Participant is permitted to transfer all or any portion of his investment in the Ingram Micro Stock Fund in five percent (5%) increments out of that Fund and into other investment options. A Participant who is subject to Rule 16b-3 of the Securities and Exchange Commission or who is designated by the Employer as a window group person is only permitted to transfer contributions invested in the Ingram Micro Stock Fund out of that Fund during a special open window period established by the Employer.

ARTICLE VI
VESTING

6.1 Vesting in After-Tax Contribution, Before-Tax Contribution, Catch-Up Contribution, QMAC, QNEC and Rollover Accounts

A Participant shall at all times have a one hundred percent (100%) nonforfeitable vested right to the value of his After-Tax Contribution, Before-Tax Contribution Account, Catch-Up Contribution Account, QMAC Account, QNEC Account and Rollover Account.

6.2 Vesting in Matching Contribution Account

(a) A Participant shall have a nonforfeitable vested right to the value of his Matching Contribution Account in accordance with the following schedule:

YEARS OF SERVICE	VESTED PERCENTAGE
Less than 1 year	0
1 year but less than 2	20
2 years but less than 3	40
3 years but less than 4	60
4 years but less than 5	80
5 or more years	100

(b) Notwithstanding the provisions of (a) above, a Participant shall have a one hundred percent (100%) nonforfeitable vested right to the value of his Matching Contribution Account upon the occurrence of any of the following events prior to his Severance from Employment: (1) Normal Retirement Age, (2) Disability, (3) death, or (4) in accordance with Section 12.4.

6.3 Forfeiture of Non-vested Interest

Upon a Participant's Severance from Employment, the non-vested portion of a Participant's Matching Contribution Account shall be forfeited at the earlier of the date he receives a distribution of the vested portion of his Account or the date he incurs five (5) consecutive One-Year Breaks in Service. For purposes of this Article VI, a One-Year Break in Service means a twelve (12) consecutive month period beginning on an Employee's Severance Date or an anniversary thereof and ending on the first anniversary of such date during which the Participant does not receive credit for an Hour of Service. The Administrator shall apply all forfeitures by first restoring the amount of previous forfeitures, in accordance with Section 6.4(b) or (c), then by reducing the amount of Employer contributions required under the Plan for the then current Plan Year and allocating such forfeitures in a manner consistent with Section 3.2, and, finally, by paying reasonable administrative expenses to the extent not paid by the Employer.

6.4 Restoration of Forfeitures and Service

(a) If a former Participant whose Severance from Employment resulted in a forfeiture of the entire non-vested portion of his Account pursuant to Section 6.3 resumes participation in the Plan after at least five (5) consecutive One-Year Breaks in Service, with respect to Matching Contributions, he shall have no right to restoration of any previously forfeited portion of his Account. Such Participant's Years of Service or period of employment after the break in service or period of absence shall not be taken into account in determining the Participant's vested nonforfeitable right to the value of his Matching Contribution Account attributable to contributions made by the Employer before he resumed participation in the Plan.

(b) If a former Participant (1) whose Severance from Employment resulted in a forfeiture of the entire non-vested portion of his Account pursuant to Section 6.3 did not receive a distribution pursuant to Section 8.3 and resumes employment as an Eligible Employee or (2) whose Severance from Employment resulted in a forfeiture of the entire non-vested portion of his Account pursuant to Section 6.3 resumes employment as an Eligible Employee, in either case prior to incurring five (5) consecutive One-Year Breaks in Service, the previously forfeited portion of his Account shall be restored upon his Reemployment Commencement Date. Such Participant's Years of Service or period of employment before and after the break in service shall be taken into account in determining the Participant's vested nonforfeitable right to the value of his Matching Contribution Account.

(c) If a former Participant whose Severance from Employment resulted in a forfeiture of the entire non-vested portion of his Account pursuant to Section 6.3 received a distribution pursuant to Section 8.3 and resumes employment as an Eligible Employee prior to incurring five (5) consecutive One-Year Breaks in Service, the previously forfeited portion of his Account shall be restored upon the date on which the Participant repays in cash to the Plan the full amount of the distribution, in accordance with applicable administrative procedures. Such repayment must be made prior to the earlier of (i) the end of the five (5) year period commencing on the Participant's Reemployment Commencement Date or (ii) the close of the first period of five consecutive

One-Year Breaks in Service. Such Participant's Years of Service before and after the Break in Service shall be taken into account in determining the Participant's vested nonforfeitable right to the value of his Matching Contribution Account.

ARTICLE VII
WITHDRAWALS AND LOANS DURING EMPLOYMENT

7.1 General Rules Applicable to all In-Service Withdrawals

The only in-service withdrawals permitted by the Plan are those described in this Article VII.

Each in-service withdrawal request must be filed in accordance with applicable administrative procedures. Each withdrawal shall be determined as of the Valuation Date as soon as practicable after the withdrawal request is approved and shall be drawn, to the extent available, pro rata from the Investment Funds in which the Account is invested or in which the Accounts are invested if the withdrawal is taken from multiple Accounts. Only a Participant who has not incurred a Severance from Employment may request an in-service withdrawal.

7.2 Rollover Contribution Account and After-Tax Contribution Account Withdrawals

A Participant may, in accordance with applicable administrative procedures, request a withdrawal of all or any portion of his Rollover Contribution Account and/or his After-Tax Contribution Account at any time. The Participant may make only two withdrawals from his After-Tax Contribution Account and two withdrawals from his Rollover Contribution Account in any Plan Year.

7.3 Age 59 1/2 Withdrawals

A Participant who has attained age 59 1/2 may, in accordance with applicable administrative procedures, request a withdrawal of all or any portion of his vested Account each quarter. A withdrawal pursuant to this Section 7.3 shall not affect the Participant's continued participation in the Plan.

7.4 Hardship Withdrawals

(a) A Participant who has suffered a Hardship may request a withdrawal of all or any portion of the value of his Before-Tax Contribution Account (excluding all earnings comprising part of such Account that were credited after 1988), his Catch-Up Contribution Account and his vested Matching Contribution Account. For purposes of this Section 7.4, Hardship means an immediate and heavy financial need, as determined by the Administrator on a uniform and nondiscriminatory basis, that arises on account of (a) expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income), (b) the purchase (excluding mortgage payments) of a principal residence for the Participant, (c) tuition expenses for the next twelve (12) month period of post-secondary education for the Participant, his Spouse, or any dependents of the Participant (as defined in Section 152 of the Code but without regard to Section 152(d)(1)(B) of the Code)), (d) the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence, (e) any other immediate and heavy financial need that the Administrator, in its sole discretion, determines qualifies as a Hardship, and effective for Hardships incurred on or after January 1, 2006, (f) burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Section 152 of the Code but without regard to Section 152(d)(1)(B) of the Code), or (g) the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income). A Participant may make two Hardship withdrawals in each calendar year.

(b) Before requesting a withdrawal pursuant to this Section 7.4, a Participant must first obtain all distributions, other than hardship distributions, and all nontaxable loans currently available to him under all qualified plans maintained by the Employer.

(c) The amount of any Hardship withdrawal shall not exceed the amount required to meet the immediate and heavy financial need created by the hardship, including the amount necessary to pay any income taxes and related penalties resulting from the distribution. The determination of the existence of the financial need and the amount necessary to meet that need shall be made by the Administrator in accordance with objective standards on a uniform and nondiscriminatory basis.

(d) A Participant who obtains a Hardship withdrawal pursuant to this Section 7.4 shall be prohibited from making Before-Tax, After-Tax and Catch-Up Contributions to the Plan and to all other plans maintained by the Employer for six (6) months from the date of the withdrawal.

(e) Any Hardship withdrawal made pursuant to this Section 7.4 shall be taken to the extent available, prorata from the Investment Funds in which the following are invested in this order: vested Matching Contribution Account, Before-Tax Contribution Account and Catch-up Contribution Account. All Hardship withdrawal payments shall be made in a lump sum in cash as soon as practicable after the Administrator makes its determination.

7.5 Loans to Participants

(a) Loans

The Administrator or its delegate may, in accordance with a uniform and nondiscriminatory policy, direct the Trustee to loan a Participant amounts from the vested portion of his Accounts. All loans shall be in accordance with the terms, conditions, requirements and limitations specified in this Section 7.5 and any separate written document adopted by the Administrator and forming part of the Plan. It is intended that all loans made to Participants under this Section 7.5 shall meet the requirements of Section 72(p) of the Code.

(b) Loan Administration

The loan provision of the Plan shall be administered on a uniform and nondiscriminatory basis in accordance with terms and conditions established by the Administrator. The Administrator is authorized to delegate to the Trustee the authority to review loan requests, execute loan agreements and collect loan payments.

In administering the loan provisions of this Section 7.5, the Administrator or its delegate shall:

(1) adopt such rules and regulations as it deems necessary for the proper and efficient administration of loans, including, but not limited to, appropriate adjustments in the accounting provisions of the Plan as it deems necessary and advisable to facilitate and account for loans;

(2) establish standards that shall be used to determine if a loan request should be approved;

(3) determine how the interest rate to be charged on outstanding loans is to be calculated and when the rate to be charged for new loans is to be changed;

(4) determine, from time to time, the minimum loan amount;

(5) employ agents, attorneys, accountants, and other persons to administer the loan provision and to collect outstanding loans; and

(6) take all other actions necessary or advisable to carry out the provisions of this Section 7.5.

(c) Loan Eligibility

Any Participant who is either (1) an Employee paid on the payroll system of the Employer or (2) a former Employee who is a party in interest as defined in Section 3(14) of ERISA with respect to the Plan may request a loan subject to the terms, conditions and limitations prescribed in this Section 7.5.

(d) Loan Request

Each loan request must be made in accordance with procedures prescribed by the Administrator.

(e) Term of Loan and Payment

Each loan shall be evidenced by a legally enforceable agreement in a form approved by the Administrator and shall provide for payment of principal and interest based on substantially level amortization payments. All loans shall be subject to a specific repayment schedule with payments to be made not less frequently than quarterly over the term of the loan. The period of repayment for any home loan within the meaning of Section 72(p)(2)(B)(ii) shall not exceed one hundred and twenty (120) months. The period of repayment for all other loans shall in no event exceed sixty (60) months.

A loan to a Participant shall be secured by the Participant's Account. Except in the case of Participants described in Section 7.5(c)(2), loan payments shall be required to be made through payroll deductions, and each Participant shall be required to execute an irrevocable authorization directing the Employer to deduct the loan payments from the Participant's wages or salary, which amounts shall be transmitted to the Trustee and applied against the outstanding loan balance. Participants may prepay the entire amount of the remaining unpaid principal balance (and all remaining interest due thereon) at any time without penalty. Loan payments in the case of Participants described in Section 7.5(c)(2) shall be made in a manner approved by the Administrator.

(f) Maximum Loan

Loans to a Participant (when added to the outstanding balance of all other loans from the Plan and any other qualified plan maintained by the Employer) shall not be in an amount that exceeds the lesser of:

(1) $50,000, reduced by the excess (if any) of the highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which such loan is made, over the outstanding balance of other loans from the Plan on the date the new loan is made, or

(2) fifty percent (50%) of the vested portion of the Participant's Account reduced by the then outstanding balance of any other loans that the Participant received from the Plan.

(g) Interest

Each loan shall bear interest at a rate to be fixed by the Administrator and, in determining the interest rate, the Administrator shall take into consideration interest rates currently being charged by commercial lending institutions.

Interest rates shall be fixed for the terms of the loan at the time the loan is made, and the Administrator shall determine periodically the interest rate to be charged on new loans.

(h) Failure to Repay Loans

The Administrator shall establish uniform rules to apply where a Participant fails to repay any portion of a loan made to him and accrued interest thereon in accordance with the terms of the loan, or where any portion of a loan and accrued interest thereon remains unpaid on a Participant's Severance from Employment. Such rules shall not be inconsistent with Section 72(p) of the Code and Regulations thereunder. Loan repayments with respect to qualified military service will be suspended as permitted under Section 414(u)(4) of the Code.

Notwithstanding the foregoing provisions of this Section 7.5(h), if a Participant loan remains unpaid at the time that a distribution is due the Participant (or his Beneficiary) under the Plan, the Administrator shall reduce the amount otherwise distributable to the Participant or Beneficiary by the unpaid balance of principal and accrued interest on the Participant's loan and distribute (in kind) the promissory note or other agreement evidencing such loan in full or partial satisfaction of the obligation to distribute the Participant's vested Account.

The requirement that loan repayments be made on an amortized basis, not less frequently than quarterly, may be suspended for up to one year while a Participant is on a leave of absence approved by the Employer, either without pay or at a rate of pay (after income and employment tax withholding) that is less than the amount of the installment payments required under the terms of the Participant loan. A suspension of regularly scheduled loan payments shall not in any event extend the due date of the

Participant loan beyond the due date in effect immediately prior to the leave of absence (or an accelerated due date in the case of the Participant's termination of employment) and the installments due after the leave of absence ends (or, if earlier, after the first year of the leave of absence) must not be less than the installments required under the terms of the original loan.

A default in repayment of a Participant loan shall occur when a Participant fails to make any payment when due under the terms of a Participant loan. Notwithstanding the above, the Administrator may establish a grace period, during which Participants may make past due payments without incurring a default. If a grace period is established, it shall in no event continue beyond the last day of the calendar quarter following the calendar quarter in which the required payment was initially due from the Participant. Such grace period, if any, shall be applied in a uniform and nondiscriminatory manner, taking into account commercially reasonable factors concerning whether (or to what extent) a grace period should be allowed based on all of the facts and circumstances of the particular case.

Upon the occurrence of a default, as described above, there shall be a deemed distribution to the Participant equal to the entire outstanding balance of the Participant loan at the time of such default.

(i) Directed Investment

Any loan to a Participant under this Section 7.5 shall be made pro rata from the Investment Funds in which the Participant's individual Account is invested, shall be charged against said Account and shall be treated as a segregated investment of the Participant's Account. Any loan to a Participant who is subject to Rule 16b-3 of the Securities and Exchange Commission or who is designated by the Employer as a window group person shall be made pro-rata from the Investment Funds in which the Participant's individual Account is invested other than the Ingram Micro Stock Fund. Any principal and interest paid on the loan shall be paid in accordance with the Participant's investment elections in effect at the time of the loan repayment. Loan repayments shall be applied first to satisfy accrued loan interest and the remainder shall be applied to principal. If and to the extent required by the Sarbanes-Oxley Act or other applicable law, loans shall not be made to officers of the Employer or other prohibited classifications of Participants.

ARTICLE VIII
DISTRIBUTIONS UPON SEVERANCE FROM EMPLOYMENT

8.1 Eligibility for Distribution

A Participant's vested Account balance shall become payable upon Severance from Employment for any reason including death or Disability.

8.2 Forms of Payment

Benefits shall be payable in a single lump sum payment. The Participant or Beneficiary may elect to receive distributions from the Ingram Micro Stock Fund in cash or in kind. Fractional shares must be settled in cash.

8.3 Timing of Payment

Benefits that become payable in accordance with Section 8.1 shall be distributed as soon as administratively feasible after the Participant or the Beneficiary, as the case may be, elects, in accordance with procedures established by the Administrator, to receive a distribution. If the vested value of the Participant's Account is more than $5,000 at the time benefits become distributable in accordance with Section 8.1, the Participant must consent to the distribution. Such consent must be obtained within the ninety (90) day period ending on the date the Participant elects to receive a distribution. If the vested value of the Participant's Account is $5,000 or less at the time benefits become distributable in accordance with Section 8.1, the Participant or Beneficiary, as the case may be, shall be required to receive a distribution as soon as administratively practicable of the balance payable in a single lump sum payment. Effective for benefits that become payable on or after March 28, 2005, if the vested value of the Participant's Account is $5,000 or less but greater than $1,000 at the time benefits become distributable in accordance with Section 8.1 and the Participant does not elect to have such distribution paid in the manner described in Section 8.2 or 8.7, the Employer will pay the distribution in a direct rollover to an individual retirement plan designated by the Employer. The vested value of the Participant's Account for this purpose shall be determined with regard to that portion of the Account that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), and 457(e)(16) of the Code.

8.4 Minimum Distribution Requirements

The requirements of this Section 8.4 shall take precedence over any inconsistent provisions of the Plan. All distributions required under this Section 8.4 shall be determined and made in accordance with the Regulations under Section 401(a)(9) of the Code.

(a) Time and Manner of Distribution

(1) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's 'Required Beginning Date'. The Required Beginning Date, for purposes of this Section 8.4, means April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70 1/2, or (ii) the calendar year in which the Participant retires. A Participant who is a five percent (5%) owner as defined in Section 416 of the Code with respect to the Plan Year ending in the calendar year in which the Participant attains age 70 1/2 shall have his Required Beginning Date determined pursuant to (i) above.

(2) If the Participant dies before distributions begin, the Participant's entire interest will be distributed in a single lump sum payment no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(b) Required Minimum Distributions During Participant's Lifetime

(1) During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's account balance (as defined below in Section 8.4(d)(3)) by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Required minimum distributions will be determined under this Section 8.4(b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death

(1) If the Participant dies on or after the date distributions begin, the Participant's entire remaining interest will be distributed in a single lump sum payment no later than December 31st of the calendar year immediately following the calendar year in which the Participant died.

(2) If the Participant dies before the date distributions begin, the Participant's entire interest will be distributed in a single lump sum payment no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(d) Definitions

The following definitions apply for purposes of this Section 8.4:

(1) Designated Beneficiary: The individual who is designated as the beneficiary under Section 2.2(b) of the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401 (a)(9)-1, Q&A-4, of the Regulations.

(2) Distribution Calendar Year: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.4(a)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before

the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31st of that distribution calendar year.

(3) Participant's account balance: The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

8.5 Special Timing Rules

Unless a Participant elects otherwise, his vested Account shall be distributed to him no later than sixty (60) days after the close of the Plan Year in which occurs the latest of his Normal Retirement Age (or age 65, if earlier), the tenth (10th) anniversary of the year in which he commenced participation in the Plan or the date of his Severance from Employment. A Participant must, however, file a claim for benefits before benefits will be distributed to him in accordance with this Section 8.5. The failure of a Participant to consent to a distribution while his benefit is immediately distributable within the meaning of Section 411 (a)(11) of the Code shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section 8.5.

8.6 Proof of Death

The Administrator may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of the Accounts of a deceased Participant as the Administrator may deem proper, and its determination of death and of the right of that Beneficiary or other person to receive payment shall be conclusive.

8.7 Direct Rollovers

(a) In General

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 8.7, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Eligible Rollover Distribution

An Eligible Rollover Distribution is 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 (no less frequently than annually) made for the 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 (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; except as otherwise provided below, the portion of any distribution that is not includible in gross income; and, any hardship distribution described in Section 401 (k)(2)(B)(i)(IV). A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 401 (a) or (b) of the Code, or to a defined contribution plan described in Section 401 (a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible.

(c) Eligible Retirement Plan

An Eligible Retirement Plan is 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, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state and which agrees to separately account for amounts transferred into such plan for the Plan or a qualified trust described in Section 401 (a) of the Code, that accepts the Distributee's Eligible Rollover Distribution.

(d) Distributee

A Distributee includes 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, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse.

(e) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(f) Waiver of Thirty (30) Day Notice

If a distribution is not subject to Sections 401(a)(11) and 417 of the Code, the distribution may be made less than thirty (30) days after the notice required by Reg. Sec. 1.411(a)-11(c) is given provided:

(1) the Administrator clearly informs the Participant that the Participant has the right to a period of at least thirty (30) days after receiving the notice to consider the decision whether or not to elect a distribution (and, if

applicable, a particular distribution option); and

(2) the Participant, after receiving the notice, affirmatively, elects to receive a distribution.

ARTICLE IX
TOP HEAVY PROVISIONS

9.1 When Applicable

If the Plan is determined to be "Top Heavy" for any Plan Year, the provisions of this Article shall supersede any conflicting provisions of the Plan.

9.2 Top Heavy Determination

(a) The Plan shall be Top Heavy with respect to any Plan Year in which, as of the "Determination Date", the ratio of the present value of accrued benefits under all defined benefit plans in the "Aggregation Group" for "Key Employees" plus all Account balances attributable to Employer and Employee contributions (except as otherwise noted below) under the Plan and all other defined contribution plans in the Aggregation Group, exceeds sixty percent (60%) of such present value of accrued benefits and such Account balances for all Key Employees and Non-Key Employees under all plans in the Aggregation Group. 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 one (1) year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution for a reason other than separation from service, death or disability, this provision shall be applied by substituting a five (5) year period for the one (1) year period. The accrued benefits and accounts of any individual who has not performed services for the Employer during the one (1) year period ending on the determination date shall not be taken into account. The accrued benefits and account balances of any individual who is not a Key Employee but who was a Key Employee in a prior year will be disregarded. In any event, the calculation of the Top Heavy ratio and the extent to which distributions, tax deductible qualified employee contributions, rollovers and transfers are taken into account shall be in accordance with Section 416 of the Code and the Regulations thereunder. When aggregating plans, accrued benefits and account balances under other plans will be calculated as of determination dates that are within the same calendar year.

(b) In determining the cumulative accrued benefits under a defined benefit plan for purposes of this Section 9.2, the actuarial assumptions specified by the defined benefit plan for this purpose shall be utilized. If differing actuarial assumptions are specified for two or more defined benefit plans, the actuarial assumptions for the defined benefit plan including the largest number of employees in the first year any defined benefit plan is included within the Aggregation Group shall be utilized. Solely for the purpose of determining if the Plan or any other plan in a required aggregation group of which the Plan is a part is a Top Heavy Plan, the accrued benefit of an Employee other than a Key Employee shall be determined (1) under the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer, or (2) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Section 411(b)(1)(C) of the Code.

(c) The term Top Heavy shall not include a plan which consists solely of (1) a cash or deferred arrangement which meets the requirements of Section 401(k)(12) and (2) matching contributions with respect to which the requirements of Section 401(m)(11) are met. If, but for the foregoing, a plan would be treated as a Top Heavy plan because it is a member of an aggregation group which is a Top Heavy group, contributions under the plan may be taken into account in determining whether any other plan in the group meets the requirements of Section 416(c)(2) of the Code.

9.3 Minimum Contribution

For each year that the Plan is Top Heavy the Employer shall contribute to the Plan and allocate to the Matching Contribution Account of each Participant who is a Non-Key Employee (including such an individual who is eligible to participate but has not elected to do so in accordance with Article II) an amount that is not less in total than the lesser of three percent (3%) of the Non-Key Employee's Compensation for the Plan Year or the greatest amount (expressed as a percentage of Compensation) allocated to the Account of any Key Employee for that year. Compensation for purposes of this Article IX shall mean compensation within the meaning of Section 415(c)(3) of the Code as defined in Section 3.11. This minimum allocation shall be made even though, under other Plan provisions, the Eligible Employee would not otherwise be entitled to receive an allocation or would have received a lesser allocation for the year because of (a) his failure to be employed on a specified date such as the last day of the Plan Year, (b) his failure to make mandatory contributions, if any, to the Plan, or (c) his Compensation being less than a stated amount. This requirement shall not apply to the extent the Participant is covered under any other plan or plans of the Employer and such Employer has provided that the minimum benefit or minimum allocation requirements applicable to Top Heavy Plans will be satisfied in the other plan or plans.

Matching Contributions described in Article III shall be taken into account for purposes of satisfying the minimum allocation requirements of Section 416(c)(2) of the Code and the Plan. Matching Contributions that are used to satisfy the minimum allocation requirements shall be treated as Matching

Contributions of purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Code.

9.4 Vesting Rules

For any Plan Year in which the Plan is Top-Heavy, the vesting provisions of Article VI will continue to apply.

9.5 Dual Plan Special Limitations

If a Key Employee participates in both the Plan and a defined benefit plan maintained by the Employer, then for all years that the Plan and the defined benefit plan are Top Heavy and the Top Heavy ratio referred to in Section 9.6(b) does not exceed ninety percent (90%), the minimum benefit described in Section 416(h)(2)(A) of the Code shall be provided under the defined benefit plan for each Non-Key Employee.

9.6 Aggregation Groups

(a) A Required Aggregation Group is defined as (1) each qualified plan of the Employer in which at least one Key Employee participates or participated during the Determination Period (regardless of whether the plan has terminated) and (2) any other qualified plan of the Employer which enables a plan described in (1)to meet the requirements of Section 401(a)(4) or 410(b) of the Code. The Determination Period, for this purpose, is the Plan Year containing the Determination Date or any of the four preceding Plan Years. A Permissive Aggregation Group is defined as a Required Aggregation Group 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 Section 401(a)(4) and 410(b) of the Code.

(b) Each plan of the Employer required to be included in an Aggregation Group shall be treated as a Top Heavy Plan if such group is a Top Heavy group. A required aggregation will be considered a Top Heavy group if the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group and the aggregate of the accounts of Key Employees under all defined contribution plans included in such group exceed sixty percent (60%) of a similar sum determined for all Employees.

9.7 Key Employee Defined

(a) A Key Employee means any 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(i)(1) of the Code for Plan Years beginning after December 31, 2002), a five percent (5%) owner of the Employer, or a one percent (1%) 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 of general applicability issued thereunder.

(b) A Non-Key Employee is an Employee who is not a Key Employee.

9.8 Determination Date

Determination Date means with respect to the initial Plan Year, the last day of the first Plan Year and, for each other Plan Year, the last day of the preceding Plan Year.

ARTICLE X
ADMINISTRATION OF PLAN

10.1 Records and Notices

The Administrator shall keep a record of all its proceedings and acts with respect to its administration of the Plan and shall maintain all such books of accounts, records and other data as may be necessary for the proper administration of the Plan. The Administrator shall have the discretionary authority to interpret the provisions of the Plan and Trust Agreement. The Administrator shall notify the Trustees of any action taken by the Administrator affecting the Trustees and its obligations or rights regarding the Plan and, when required, shall notify any other interested person or persons.

10.2 Powers and Duties

The Administrator has the following powers and duties:

(a) To determine the rights of eligibility of an Employee to participate in the Plan, the value of a Participant's Account and the nonforfeitable percentage of each Participant's Account;

(b) To adopt rules of procedure and regulations necessary for the proper and efficient administration of the Plan provided the rules are not inconsistent with the terms of the Plan;

(c) To construe and enforce the terms of the Plan and the rules and regulations it adopts, including interpretation of the Plan documents and documents related to the Plan's operation;

(d) To direct the Trustee as respects the crediting and distribution of the Trust Fund;

(e) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;

(f) To furnish the Employer with information which the Employer may require for tax or other purposes;

(g) To engage the service of agents whom it may deem advisable to assist it with the performance of its duties;

(h) To engage the services of an Investment Manager or Managers, as defined in Section 11.3, each of whom will have power and authority to manage, acquire or dispose (or direct the Trustee with respect to acquisition or disposition) of any Plan asset under its control;

(i) To establish, in its sole discretion, a nondiscriminatory policy which the Trustee must observe in making loans, if any, to Participants and Beneficiaries; and

(j) To delegate administrative authority to a committee of individuals and to establish rules of procedure for such committee, including rules regarding how such committee is to act, the vote required for action by the committee and other procedures for the operation of the committee as deemed appropriate by the Administrator.

All rules, procedures and decisions of the Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. Such rules, procedures and decisions so made shall be conclusive and binding on all persons having an interest in the Plan. The Administrator shall be a named fiduciary as defined in ERISA Sec. 402(a)(2).

The Administrator and any representative that the Administrator chooses to assist it to carry out its responsibilities under the Plan shall have the maximum discretionary authority permitted by the law to interpret, construe and administer the Plan, to make determinations regarding Plan participation, enrollment and eligibility for benefits, to evaluate and determine the validity of benefit claims, and to resolve any and all claims and disputes regarding the rights and entitlements of individuals to participate in the Plan and to receive benefits and payments pursuant to the Plan. The decisions of the Administrator and its representatives shall be given the maximum deference permitted by law.

10.3 Compensation and Expenses

The Administrator shall serve without compensation for its services hereunder. All expenses of the Administrator may be paid by the Trust Fund unless paid by the Employer. The Employer shall furnish the Administrator with such clerical and other assistance as is necessary in the performance of its duties and any expense incurred in connection therewith may be paid by the Employer or out of the Trust Fund. The reasonable expenses of administering the Plan may be advanced by the Employer, and then reimbursed to the Employer by the Trust.

10.4 Bonding of Fiduciaries

The Administrator shall be responsible for seeing that every fiduciary of the Plan and Trust and every person who handles Trust assets shall be covered by a fidelity bond or similar policy of insurance to the extent required by

Section 412 of ERISA. The cost of such coverage shall be paid by the Trustee out of Trust assets, upon direction of the Administrator, if the cost thereof shall not be timely paid by the Employer.

10.5 Standard of Conduct

The Administrator and any other person to whom any fiduciary responsibility with respect to the Plan or Trust is allocated or delegated shall discharge his duties and responsibilities with respect to the Plan or Trust in accordance with the standards set forth in Section 404(a)(1) of ERISA, which provides, subject to the Sections 403(c) and (d), 4042, and 4044 of ERISA, that a fiduciary shall discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries and

(a) For the exclusive purpose of

(i) providing benefits to participants and their beneficiaries; and

(ii) defraying reasonable expenses of administering the plan;

(b) 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;

(c) By diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(d) In accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the provisions of this title.

10.6 Claims Procedure

(a) Definitions

For purposes of this Section 10.6, the following words or phrases in quotes when capitalized will have the meaning set forth below:

(1) "Adverse Benefit Determination" means a denial, reduction or the termination of, or a failure to provide or make payment (in whole or in part) with respect to a Claim for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or Beneficiary's eligibility to participate in the Plan.

(2) "Claim" means a request for a benefit or eligibility to participate in the Plan, made by a Claimant in accordance with the Plan's procedures for filing Claims, as described in this Section 10.6.

(3) "Claimant" is defined in Section 10.6(b)(2).

(4) "Claims Administrator" means the party designated by the Administrator to review Claims.

(5) "Notice" or "Notification" means the delivery or furnishing of information to an individual in a manner that satisfies applicable Department of Labor regulations with respect to material required to be furnished or made available to an individual.

(6) "Relevant Documents" include documents, records or other information with respect to a Claim that:

(i) were relied upon by the Claims Administrator in making the benefit determination;

(ii) were submitted to, considered by or generated for, the Claims Administrator in the course of making the benefit determination, without regard to whether such documents, records or other information were relied upon by the Claims Administrator in making the benefit determination;

(iii) demonstrate compliance with administrative processes and safeguards required in making the benefit determination; or

(iv) constitute a statement of policy or guidance with respect to the Plan concerning the denied benefit for the Participant's circumstances, without regard to whether such advice was relied upon by the Claims Administrator in making the benefit determination.

(b) Procedure for Filing a Claim

In order for a communication from a Claimant to constitute a valid Claim, it must satisfy the following paragraphs (1) and (2) of this paragraph (b).

(1) Any Claim submitted by a Claimant must be in writing on the appropriate Claim form (or in such other manner acceptable to the Claims Administrator) and delivered, along with any supporting comments, documents, records and other information, to the Claims Administrator in person, or by mail postage paid, to the address for the Claims Administrator provided in the Summary

Plan Description.

(2) Claims and appeals of denied Claims may be pursued by a Participant or an authorized representative of the Participant (each of whom will be referred to in this section as a "Claimant"). However, the Claims Administrator may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of a Participant.

(c) Initial Claim Review

The initial Claim review will be conducted by the Claims Administrator, with or without the presence of the Claimant, as determined by the Claims Administrator in its discretion. The Claims Administrator will consider the applicable terms and provisions of the Plan and amendments to the Plan, information and evidence that is presented by the Claimant and any other information it deems relevant. In reviewing the Claim, the Claims Administrator will also consider and be consistent with prior determinations of Claims from other Claimants who were similarly situated and which have been processed through the Plan's claims and appeals procedures within the past twenty-four (24) months.

(d) Initial Benefit Determination

(1) The Claims Administrator will notify the Claimant of the Claim Administrator's determination within a reasonable period of time, but in any event (except as described in paragraph (2) below) within ninety (90) days after receipt of the Claim by the Claims Administrator.

(2) The Claims Administrator may extend the period for making the benefit determination by ninety (90) days if it determines that such

an extension is necessary due to matters beyond the control of the Plan and if it notifies the Claimant, prior to the expiration of the initial ninety (90) day period, of circumstances requiring the extension of time and the date by which the Claims Administrator expects to render a decision.

(e) Manner and Content of Notification of Adverse Benefit Determination

(1) The Claims Administrator will provide a Claimant with written or electronic Notice of any Adverse Benefit Determination, in accordance with applicable Department of Labor regulations.

(2) The Notification will set forth in a manner calculated to be understood by the Claimant:

(i) The specific reason or reasons for the Adverse Benefit Determination;

(ii) Reference to the specific provision(s) of the Plan on which the determination is based;

(iii) Description of any additional material or information necessary for the Claimant to perfect the Claim and an explanation of why such material or information is necessary; and

(iv) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an Adverse Benefit Determination on review.

(f) Procedure for Filing a Review of an Adverse Benefit Determination

(1) Any appeal of an Adverse Benefit Determination by a Claimant must be brought to the Claims Administrator within sixty (60) days after receipt of the Notice of the Adverse Benefit Determination. Failure to appeal within such sixty (60) day period will be deemed to be a failure to exhaust all administrative remedies under the Plan. The appeal must be in writing utilizing the appropriate form provided by the Claims Administrator (or in such other manner acceptable to the Claims Administrator); provided, however, that if the Claims Administrator does not provide the appropriate form, no particular form is required to be utilized by the Participant. The appeal must be filed with the Claims Administrator at the address listed in the Summary Plan Description.

(2) A Claimant will have the opportunity to submit written comments, documents, records and other information relating to the Claim.

(g) Review Procedures for Adverse Benefit Determinations

(1) The Claims Administrator will provide a review that takes into account all comments, documents, records and other information submitted by the Claimant without regard to whether such information was submitted or considered in the initial benefit determination.

(2) The review procedure may not require more than two levels of appeals of an Adverse Benefit Determination.

(h) Timing and Notification of Benefit Determination on Review

The Claims Administrator will notify the Claimant within a reasonable period of time, but in any event within sixty (60) days after the Claimant's request for review, unless the Claims Administrator determines that special circumstances require an extension of time for processing the review of the Adverse Benefit Determination. If the Claims Administrator determines that an extension is required, written Notice will be furnished to the Claimant prior to the end of the initial sixty (60) day period indicating the special circumstances requiring an extension of time and the date by which the Claims Administrator expects to render the determination on review, which in any event will be within sixty (60) days from the end of the initial sixty (60) day period. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the Claim, the period in which the Claims Administrator is required to make a decision will be tolled from the date on which the notification is sent to the Claimant until the Claimant adequately responds to the request for additional information.

(i) Manner and Content of Notification of Benefit Determination on Review

(1) The Claims Administrator will provide a written or electronic Notice of the Plan's benefit determination on review, in accordance with applicable Department of Labor regulations.

(2) The Notification will set forth:

(i) The specific reason or reasons for the Adverse Benefit Determination;

(ii) Reference to the specific provision(s) of the Plan on which the determination is based;

(iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all Relevant Documents; and

(iv) A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an Adverse Benefit Determination of review.

(j) Collectively Bargained Benefits

(1) Where benefits are provided pursuant to a collective bargaining agreement and such collective bargaining agreement maintains or incorporates by specific reference: (i) provisions concerning the filing of a Claim for a benefit and the initial disposition of a Claim; and (ii) a grievance and arbitration procedure to which Adverse Benefit Determinations are subject, then Section 10.6(c) through and including Section 10.6(i) will not apply to such Claim.

(2) Where benefits are provided pursuant to a collective bargaining agreement and such collective bargaining agreement maintains or incorporates by specific reference a grievance and arbitration procedure to which Adverse Benefit Determinations are subject, then Sections 10.6(f) through and including Section 10.6(i) will not apply to such Claim.

(k) Exhaustion of Administrative Remedies

The claims procedures set forth in this Section 10.6 shall be strictly adhered to by each Participant or Beneficiary under the Plan and no judicial or arbitration proceedings with respect to any claim for Plan benefits hereunder shall be commenced by any such Participant or Beneficiary until the proceedings set forth herein have been exhausted in full.

(l) Statute of Limitations

No cause of action may be brought by a claimant who has received an Adverse Benefit Determination later than two (2) years following the date of such Adverse Benefit Determination.

ARTICLE XI
MANAGEMENT OF FUNDS

11.1 Appointment of Trustees

Subject to the provisions of Section 11.4, the Company shall appoint one or more Trustees to receive and hold in trust all contributions paid into the Trust Fund. Such Trustee or Trustees shall serve at the pleasure of the Board of Directors and shall have such rights, powers and duties as the Board of Directors shall from time to time determine including but not limited to those stated below.

11.2 Investment of Trust Fund by Trustees

All contributions made to the Trust Fund pursuant to the Plan shall be paid to the Trustees and, except as herein otherwise provided, shall be held, invested and reinvested by the Trustees without distinction between principal and income in such securities or such other property, real or personal, wherever situated, as the Trustees shall deem advisable, including, but not limited to, shares of stock, common or preferred, whether or not listed on any exchange, participations in mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership, or in loans to Participants (consistent with other provisions hereof), and participations in any common trust fund established or maintained by the Trustees for the collective investment of fiduciary funds and shall not be limited by any state statute or judicial decision prescribing or limiting investments appropriate for trustees. The Trustees shall hold and retain all the property and assets of the Trust Fund including income from investments and from all other sources, for the exclusive benefit of the Participants and their Beneficiaries, as provided herein, and for paying the costs and expenses of administering the Plan or

Trust Fund, to the extent that the same are not paid by any Employer. Reasonable expenses attendant to qualified domestic relations order determinations shall be allocated to the Account of the Participant or Beneficiary seeking the determination.

11.3 Investment of Trust Fund by Investment Manager

The Company may enter into one or more agreements for the appointment of one or more Investment Managers to supervise and direct all the investment and reinvestment of a portion or all of the Trust Fund in accordance with the provisions of the Plan in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Trustees. As a condition to its appointment, an Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Trust Fund. An Investment Manager so appointed shall be an investment advisor registered under the Investment Advisors Act of 1940, a bank as defined in such Act or an insurance company that is qualified to manage the assets of employee benefit plans pursuant to the laws of more than one state. The Trustees shall be bound by the supervision and direction of the Investment Manager, unless and until the Company amends or revokes the appointment or authority of the Investment Manager.

The Company may furnish an Investment Manager with written investment guidelines for investment of the Trust Fund assets, which guidelines may include directions with respect to diversification of the investments. Any Investment Manager shall receive such reasonable compensation chargeable against the Trust Fund or payable by each Employer as shall be agreed upon by the Company. The Company may revoke any agreement with the Investment Manager at any time by thirty (30) days' written notice to the Investment Manager. Any Investment Manager may resign by thirty (30) days' written notice to the Company.

11.4 Exclusive Benefit Rule

Except as otherwise provided in the Plan, no part of the corpus or income of the assets of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons entitled to benefits under the Plan. No person shall have any interest in or right to any part of the earnings of the assets of the Plan, or any right in, or to, any part of the assets held under the Plan, except as and to the extent expressly provided in the Plan.

ARTICLE XII
AMENDMENT, MERGER, TERMINATION OF PLAN

12.1 Amendment of Plan

Subject to the provisions of Section 11.4, the Company (for the Company and for all other Employers) shall have the right at any time to amend the Plan, and retroactively if deemed necessary or appropriate, except that no such amendment shall make it possible for any part of the assets of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the Plan. No amendment shall be made which has the effect of decreasing the balance of the Accounts of any Participant or of reducing the nonforfeitable percentage computed under the Plan as in effect on the date on which the amendment is adopted or, if later, the date on which the amendment becomes effective.

If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three Years of Service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change.

The Company reserves the right to amend the Plan, at any time and from time to time, in whole or in part, including without limitation, retroactive amendments necessary or advisable to qualify the Plan and the Trust under the provisions of Section 401(a) of the Code by action of its Board of Directors. Notwithstanding the above, the Plan may be amended to comply with technical legal requirements of ERISA or the Code or for any other reason that does not result in a material increase in cost to the Employer by a written instrument that is executed by an officer of the Company or a member or the Plan Committee.

Such amendments shall be as set forth in an instrument in writing executed by an offer of the Company if adopted by the Company, or by a designated member of the Plan committee if adopted by the Plan committee. Any amendment may be current, retroactive or prospective, in each case as provided therein.

12.2 Merger or Consolidation

The Plan may not be merged or consolidated with, and its assets or liabilities may not be transferred to, any other plan unless each person entitled to benefits under the Plan would, if the resulting plan were then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

12.3 Additional Participating Employers

(a) If any company is or becomes a subsidiary of or associated with the Company, the Company may include any employees of that subsidiary or associated company in the participation of the Plan upon appropriate action by that company necessary to adopt the Plan. In that event, or if any persons become Employees of an Employer as the result of merger or consolidation or acquisition of all or part of the assets or business of another company or for purposes of a specific assignment at a specific location, the Company shall determine to what extent, if any, previous service with the subsidiary, associated or other company or at the specific location shall be recognized under the Plan, but subject to the continued qualification and tax-exempt status of the Plan and trust, respectively, under the Code.

(b) Any Employer may terminate its participation in and withdraw from the Plan upon appropriate action by its board of directors. In that event, the assets of the Plan held on account of Participants in the employ of that Employer, and any unpaid balances of the Accounts of all Participants who have separated from the employ of that Employer, shall be determined by the Administrator. Those funds shall be distributed as provided in Section 12.4 if the Plan should be terminated with respect to the Employer, or shall be segregated by the Trustee as a separate trust, pursuant to certification to the Trustee by the Administrator, continuing the Plan as a separate plan for the Employees of that Employer under which the board of directors of that Employer shall succeed to all the powers and duties of the Company, including the appointment of an administrator for such separate plan.

12.4 Termination of Plan

(a) The Board of Directors may terminate the Plan or completely discontinue contributions under the Plan for any reason at any time. In the case of the termination or partial termination of the Plan, or of the complete discontinuance of Employer contributions to the Plan, affected Participants shall be one hundred percent (100%) vested in and have a nonforfeitable right to the total amount in all of their Accounts under the Plan as of the date of the termination or discontinuance. The total amount in each Participant's Account shall be distributed, as the Administrator shall direct, to him or for his benefit or continued in trust for his benefit.

(b) The Plan will be deemed terminated (1) if and when the Company is judicially declared bankrupt or executes a general assignment to or for the benefit of its creditors, (2) if and when the Company is a party to a merger in which it is not the surviving organization unless the surviving organization adopts the Plan within sixty (60) days after the merger, or (3) upon dissolution of the Company.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 Limitation of Liability

Neither the Company, any Employer, the Administrator, nor any of their respective directors, officers and employees, shall incur any liability for any act or failure to act unless such act or failure to act constitutes willful misconduct or gross negligence in relation to the Plan or the Trust Fund.

13.2 Indemnification

The Employer indemnifies and saves harmless the Administrator from and against any and all loss resulting from liability to which the Administrator may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in the Administrator's official capacity in the administration of the Plan, the Trust Fund or both, including all expenses reasonably incurred in the Administrator's defense, in case the Employer fails to provide such defense. The indemnification provisions of this Section 13.2 do not relieve the Administrator from any liability under ERISA for breach of a fiduciary duty. Furthermore, the Administrator and the Employer may execute a letter agreement further delineating the indemnification agreement of this Section 13.2, provided the letter agreement is consistent with and does not violate ERISA. The indemnification provisions of this Section 13.2 extend to the Trustee solely to the extent provided by a letter agreement executed by the Trustee and the Employer.

The Plan may purchase insurance for its fiduciaries or for itself to cover liability or losses occurring by reason of the act or omission of a fiduciary, if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary. A fiduciary may purchase insurance to cover liability under ERISA from and for his own account. An Employer or an employee organization may purchase insurance to cover potential liability of one or more persons who serve in a fiduciary capacity with regard to the Plan.

13.3 Compliance with ERISA

Anything herein to the contrary notwithstanding, nothing above or any other provision contained elsewhere in the Plan shall relieve a fiduciary or other person of any responsibility or liability for any responsibility, obligation or duty imposed upon him pursuant to Title I, Part 4 of ERISA. Furthermore, anything in the Plan to the contrary notwithstanding, if any provision of the Plan is voided by Sections 410 and 411 of ERISA, such provision shall be of no force and effect only to the extent that it is voided by such Section.

13.4 Nonalienation of Benefits

(a) None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor of such Participant and, in particular, shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Participant. No Participant shall have the right to alienate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary or Beneficiaries as hereinbefore provided.

(b) Section 13.4(a) also shall apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is a qualified domestic relations order as defined in Section 414(p) of the Code. Any fees associated with the review, processing and administration of a qualified domestic relations order shall be charged against the Account of the affected Participant and the account of the affected Alternate Payee. The Plan's qualified domestic relations order procedures are set forth in a separate document, which in incorporated herein as if its terms were fully set forth in this document.

(c) The Plan may offset against the Account of any Participant, any amount that the Participant is ordered or required to pay under a judgment, order, decree or settlement described in ERISA Section 206(d)(4) and Section 401(a)(13)(C) of the Code.

13.5 Employment Not Guaranteed By Plan

Neither the establishment of the Plan nor its amendment nor the granting of a benefit pursuant to the Plan shall be construed as giving any Participant the right to continue as an Employee of an Employer, as limiting the rights of such Employer to dismiss or impose penalties upon the Participant or as modifying in any other way the terms of employment of any Participant.

13.6 Protected Benefits

All benefits which are protected by the terms of Section 411(d)(6) of the Code and Section 204(g) of ERISA, which cannot be eliminated without adversely affecting the qualified status of the Plan on and after the Effective Date, will be provided under the Plan to Participants for whom such benefits are protected.

13.7 Form of Communication

Any election, application, claim, notice or other communication required or permitted to be made by or to a Participant, the Administrator, the Company, or an Employer in writing shall be made in such form as the Administrator, the Company or the Employer, as the case may be, shall prescribe. Such communication shall be effective upon mailing if sent first class, postage prepaid and addressed to the addressee at its principal office, or to the Participant at his last known address, or upon personal delivery, if delivered to an officer of the addressee or to the Participant, as the case may be.

Notwithstanding anything in the Plan to the contrary, any notice, form or other communication hereunder shall be made in the manner prescribed by the Administrator in accordance with applicable law, which may include, in appropriate circumstances, communication by telephone or by electronic or other means.

13.8 Facility of Payment

If the Participant entitled to receive payments hereunder is unable to care for his affairs because of illness, accident or disability, and a duly qualified guardian or legal representative is appointed for such Participant, the Administrator shall direct the Trustees to pay any amount to which the Participant is entitled to such duly qualified guardian or legal representative upon claim of such guardian or legal representative. If a duly qualified guardian or legal representative is not appointed for such Participant, the Administrator shall direct the Trustees to pay any amount to which the Participant is entitled to such person's Spouse, child, grandchild, parent, brother or sister or to a person deemed by the Administrator to have incurred expense for such person entitled to payment. Any payment made pursuant to this Section 13.8 in good faith shall be a payment for the account of the Participant and shall be a complete discharge from any liability of the Trust Fund or the Trustees therefor.

13.9 Reduction for Overpayment

The Administrator will, whenever it determines that a person has received a benefit payment under the Plan in excess of the amount to which the person is entitled under the terms of the Plan, make a reasonable attempt to collect such overpayment from the person. The amount of any overpayment may be set off against further amounts payable to or on account of the person who received the overpayment.

13.10 Unclaimed Benefits

If the Administrator cannot ascertain the whereabouts of any person to whom a payment is due under the Plan, and if, after five (5) years from the date such payment is due, a notice of such payment due is mailed to the last known address of such person, as shown on the records of the Employer and within three (3) months after such mailing such person has not made written claim therefor, the Administrator, if it so elects, after receiving advice from counsel to the Plan, may direct that such payment and all remaining payments otherwise due to such person be cancelled on the records of the Plan and the amount thereof applied in any manner permitted by Section 6.3, and upon such cancellation, the Plan and the Trust shall have no further liability therefor except that, in the event such person later notifies the Administrator of his whereabouts and requests the payment or payments due to him, the amount so applied shall be paid to him as provided in Article

VIII without adjustment for gains and losses.

13.11 Receipt and Release

Subject to the provisions of ERISA and to the extent permitted by ERISA, any final payments or distribution to any Participant, his Beneficiary or his legal representative in accordance with the Plan shall be in full satisfaction of all claims against the Trust, the Trustee, the Administrator, and the Employer. The Trustee, the Employer, the Administrator, or any combination of them may require a Participant, his Beneficiary or his legal representative to execute a receipt and release of all claims under the Plan upon a final payment or distribution or a receipt to the extent of any partial payment or distribution; and the form of any such receipt and release shall be determined by the Trustee, the Employer, the Administrator or any combination of them.

13.12 Reliance on Information Provided to the Plan

Notwithstanding anything contained herein to the contrary, if an individual is provided a statement in confirmation of any election or information provided to the Plan by such individual hereunder, the election or information reflected on such confirmation statement will be deemed to be accurate and may be conclusively relied upon for all purposes hereunder unless the individual timely demonstrates to the Administrator, in the form and manner established by the Administrator, that the election or information reflected on the confirmation statement is not what the individual originally delivered to the Administrator.

13.13 Service in More Than One Fiduciary Capacity

Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust Fund or both.

13.14 Binding Effect of Company's Actions

Each Employer shall be bound by any and all decisions and actions taken by the Company hereunder.

13.15 Military Service

Notwithstanding any other provision of the Plan to the contrary, service credit and contributions with respect to qualified Military Service will be provided in accordance with Section 414(u) of the Code.

13.16 Limitation of Rights

All benefits provided hereunder shall be provided solely from the Trust and a person claiming an interest under the Plan shall not have recourse towards satisfaction of his or her benefits from other than the assets of the Trust. Neither the Employer nor the Administrator represents or guarantees that the value of a Participant's Accounts shall at any time equal or exceed the amount previously contributed thereto. Neither the establishment of the Plan and Trust nor any modification thereof, nor the creating 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 the Trustee except as provided in the Plan and Trust Agreement.

13.17 Governing Law

Except to the extent inconsistent with and preempted by ERISA or other applicable Federal law, the Plan and all matters arising thereunder shall be governed by the laws of the State of California. If any provision of the Plan is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Plan being a qualified employees' defined contribution plan within the meaning of the Code.

IN WITNESS WHEREOF, and as evidence of the adoption of the Plan, the undersigned officer duly authorized has appended his signature this 14 day of December, 2005.

Ingram Micro Inc.

By: /s/ Matthew A. Sauer

EXHIBIT 10.9

COMPENSATION DEFERRAL AGREEMENT

This Compensation Deferral Agreement, dated as of December 30, 2004, is by and between INGRAM MICRO INC., a Delaware corporation (the "Company"), and KEVIN MURAI ("Executive").

1. DEFERRAL OF BASE SALARY. During and in respect of the period commencing on January 1, 2005 and ending on December 31, 2005 (the "Compensation Period"), Executive elects to defer receipt of 5.0% of the base salary otherwise payable to him (the "Deferred Salary"). The Deferred Salary, with earnings thereon calculated pursuant to Section 4 hereof, shall be paid to Executive as provided in Section 5 hereof.

2. DEFERRAL OF ANNUAL BONUS. Executive elects not to defer any amount otherwise payable to Executive pursuant to the Company's Executive Incentive Award Plan with respect to the Compensation Period.

3. ADJUSTMENT TO DEFERRED SALARY. During the Compensation Period, the amount of Deferred Salary shall be increased by the "Company Match", which is the amount of Executive's base salary which the Company would have contributed to the Ingram Micro 401(k) Investment Savings Plan or the Ingram Micro Supplemental Investment Savings Plan if Executive had elected to contribute at least 5% of his base salary to such plans. The Company Match, with earnings thereon calculated pursuant to Section 4 hereof, shall be paid to Executive as provided in Section 5 hereof.

4. EARNINGS. Subject to Section 6 hereof, the Deferred Salary and Company Match shall be increased or decreased, as the case may be, by the imputed earnings or losses which would have accrued to such amounts had they been deferred pursuant to the Ingram Micro Supplemental Investment Savings Plan from the dates payment or credit would, but for this Agreement, be made, to the most recent date prior to the date of actual payment practicable to permit the calculations of the amount due to be made and payment to be processed ("Earnings"). For purposes of determining Earnings, Executive may choose in the manner designated by the Company from time to time, and in such proportions as he may determine (provided that the allocations shall be in 5% increments), among any or all of the investment options provided by the Ingram Micro Supplemental Investment Savings Plan.

5. PAYMENT OF DEFERRED SALARY. Subject to Section 6 hereof, the Deferred Salary, Company Match and Earnings thereon shall be paid to Executive in accordance with the most recent Executive Deferred Compensation Distribution and Investment Election Form on file with the Company, provided that the date of the said form is at least one year prior the distribution date. The Company shall withhold from such payment all federal, state, city or other taxes as are legally required to be withheld.

6. SOURCE OF PAYMENTS. The obligations of the Company under this Agreement represents an unsecured, unfunded promise to pay benefits to Executive and/or Executive's beneficiaries, and shall not entitle Executive or such beneficiaries to a preferential claim to any asset of the Company. All payments of Deferred Salary, Company match and Earnings shall be paid in cash from the general funds of the Company no special or separate fund shall be established and no other segregation of

assets shall be made to assure the payment of such deferred amounts. Executive shall have no right, title, or interest whatever in or to any investments which the Company may make to aid it in meeting its obligation hereunder. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and Executive or any other person. To the extent Executive has or acquires any rights to receive payments from the Company, such rights shall be no greater than the right of an unsecured creditor.

7. NEW COMPANY COMPENSATION DEFERRAL PLAN. Notwithstanding Section 4 or 5 hereof, in the event that the Company adopts a plan pursuant to which executives of the Company my elect to defer payment of compensation, the determination of Earnings and the terms and conditions of payment of Deferred Salary and Deferred Bonuses Shall be governed by and subject to the terms and conditions of such plan.

8. GENERAL PROVISIONS. The Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and Executive, his designees, and his estate. Neither Executive, his designees, nor his estate shall commute, pledge, encumber, sell or otherwise dispose of the right to receive the payments provided for in this Agreement, which payments and the rights thereto are expressly declared to be nontransferable and nonassignable. This Agreement shall be governed by the laws of the State of California without reference to principles of conflicts of laws. This Agreement represents the entire agreement between Executive and the Company with respect to the subject matter hereof, and this Agreement may not be amended or modified except by a writing signed by the parties hereto, provided that nothing herein shall affect Executive's rights under, or right to become covered by, any employee benefit program provided by the Company to its executive employees generally.

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

KEVIN MURAI		INGRAM MICRO INC.
/s/ Kevin Murai	Dec. 30/04	By: /s/ Thomas Berry
	Date	Title: Sr. Dir. Compensation & Benefits
		Date: 12-30-04

EXHIBIT 10.10

2006 COMPENSATION DEFERRAL AGREEMENT
KEVIN MURAI

This Compensation Deferral Agreement, dated as of December 27, 2005, is by and between INGRAM MICRO INC., a Delaware corporation (the "Company"), and KEVIN MURAI ("Executive").

1. DEFERRAL OF BASE SALARY. During and in respect of the period commencing January 1,2006 and ending on December 31,2006 (the "Compensation Period"), Executive elects to defer receipt of 5.0% of the base salary otherwise payable to him (the "Deferred Salary"). The Deferred Salary, with earnings thereon calculated pursuant to Section 4 hereof, shall be paid to Executive as provided in Section 5 hereof.

2. DEFERRAL OF ANNUAL BONUS. Executive elects not to defer any amount otherwise payable to Executive pursuant to the Company's 2006 Executive Incentive Award Program.

3. ADJUSTMENT TO DEFERRED SALARY. During the Compensation Period, the amount of Deferred Salary shall be increased by the "Company Match", which is the amount of Executive's base salary which the Company would have contributed to the Ingram Micro 401(k) Investment Savings Plan and the Ingram Micro Supplemental Investment Savings Plan if Executive had elected to contribute 5% of his base salary to such plans. The Company Match, with earnings thereon calculated pursuant to Section 4 hereof, shall be paid to Executive as provided in Section 5 hereof.

4. EARNINGS. Subject to Section 6 hereof, the Deferred Salary and Company Match shall be increased or decreased, as the case may be, by the imputed earnings or losses which would have accrued to such amounts had they been deferred pursuant to the Ingram Micro Supplemental Investment Savings Plan from the dates payment or credit would, but for this Agreement, be made, to the most recent date prior to the date of actual payment practicable to permit the calculations of the amount due to be made and payment to be processed ("Earnings"). For purposes of determining Earnings, Executive shall have chosen his investment elections in the manner designated by the Company from time to time, and in such proportions as he may determine (provided that the allocations shall be in 5% increments), among any or all of the investment options provided by the Ingram Micro Supplemental Investment Savings Plan.

5. PAYMENT OF DEFERRED SALARY. Subject Section 6 hereof, the Deferred Salary, Company Match and Earnings thereon shall be paid to Executive in accordance with the most recent Executive Deferred Compensation Distribution Election Form on file with the Company,provided said form has been received and filed in compliance with Section 409A of the Internal Revenue Code. The Company shall withhold from such payments all federal, state, city or other taxes as are legally required to be withheld.

6. SOURCE OF PAYMENTS. The obligations of the Company under this Agreement represents an unsecured, unfunded promise to pay benefits to Executive and/or Executive's beneficiaries, and shall not entitle Executive or such beneficiaries to a preferential claim to any asset of the

Company. All payments of Deferred Salary Continuation shall be paid in cash from the general funds of the Company and no special or separate fund shall be established and no other segregation of assets shall be made to assure the payment of such deferred amounts. Executive shall have no right, title, or interest whatever in or to any investments which the Company may make to aid it in meetings its obligations hereunder. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and Executive or any other person. To the extent Executive has or acquires any rights to receive payments from the Company, such rights shall be no greater than the right of unsecured creditor.

7. NEW COMPANY COMPENSATION DEFERRAL PLAN. Notwithstanding Section 4 or 5 hereof, in the event the Company adopts a new plan pursuant to which executives of the Company may elect to defer payment of compensation, the determination of Earnings or Company Match and the terms and conditions of payment of Deferred Salary and Deferred Bonuses shall be governed by and subject to the terms and conditions of such plan.

8. GENERAL PROVISIONS. The Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and Executive, his designees, and his estate. Neither Executive, his designees, nor his estate shall commute, pledge, encumber, sell or otherwise dispose of the right to receive the payments provided for in this Agreement, which payments and the rights thereto are expressly declared to be nontransferable and nonassignable. This Agreement shall be governed by the laws of the State of California without reference to principles of conflicts of laws. This Agreement represents the entire agreement between the Executive and the Company with respect to the subject matter hereof, and this Agreement may not be amended or modified except by a writing signed by the parties hereto, provided nothing herein shall affect the Executive's rights under, or right to be covered by, any employee benefit program provided by the Company to its executive employees generally.

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

EXECUTIVE		INGRAM MICRO INC.
/s/ Kevin Murai	Dec. 27/05	By: /s/ Thomas Berry
Kevin Murai	Date	Title: VP. Corp. Compensation & Benefits
		Date: 12-27-05

EXHIBIT 10.39

INGRAM MICRO INC.
SUMMARY OF ANNUAL EXECUTIVE INCENTIVE AWARD PROGRAM

Ingram Micro's annual executive incentive award program provides for performance-based bonuses for executives as well as management-level associates and is based on Ingram Micro's performance relative to financial goals.

Each executive role has an incentive target that is established as a percent of base salary. For executive officers, this percentage ranges from 45% up to 100%. If a threshold level of profit performance is not met, the incentive award would be zero. The maximum award for executive officers is two times the target award.

The Human Resources Committee of the Board of Directors has the ability to make discretionary adjustments to awards under the annual incentive plan, but expects to exercise this discretion only under exceptional circumstances.

EXHIBIT 21.1

INGRAM MICRO INC.,

a Delaware Corporation,
Global Subsidiaries as of December 31, 2005

	Name of Subsidiary	Jurisdiction
1.	AVAD LLC	Delaware
2.	CD Access Inc.	Iowa
3.	IMI Washington Inc.	Delaware
4.	Ingram Funding Inc.	Delaware
5.	Ingram Micro CLBT Inc.	Delaware
6.	Ingram Micro Delaware Inc.	Delaware
7.	Ingram Micro CLBT(1)	Pennsylvania
8.	Ingram Micro L.P.(2)	Tennessee
9.	Ingram Micro Texas L.P.(3)	Texas
10.	Ingram Micro Inc.	Ontario, Canada
11.	Ingram Micro Holdco Inc.	Ontario, Canada
12.	Ingram Micro LP(4)	Ontario, Canada
13.	Ingram Micro Logistics LP(5)	Ontario, Canada
14.	Ingram Micro Japan Inc.	Delaware
15.	Ingram Micro Management Company	California
16.	Ingram Micro Singapore Inc.	California
17.	Ingram Micro Taiwan Inc.	Delaware
18.	Ingram Micro Texas LLC(6)	Delaware
19.	Ingram Micro Europe Holding LLC	Delaware
20.	Intelligent Express, Inc.(7)	Pennsylvania
21.	RND, Inc.(8)	Colorado
22.	Computek Enterprises (U.S.A.) Inc.(9)	Florida
23.	Ingram Export Company Ltd.	Barbados
24.	Ingram Micro de Costa Rica, S. de R.L.(10)	Costa Rica
25.	Ingram Micro Compañia de Servicios, S.A. de C.V.(11)	Mexico
26.	Ingram Micro Latin America & Caribbean Inc.	Delaware
27.	Ingram Micro Latin America	Cayman Islands
28.	Ingram Micro Argentina, S.A.	Argentina
29.	Ingram Micro Chile, S.A.(12)	Chile
30.	Ingram Micro do Brazil Ltda.(13)	Brazil
31.	Ingram Micro Tecnologia E Informatica Ltda(14)	Brazil
32.	Ingram Micro Peru, S.A.(15)	Peru
33.	Ingram Micro Caribbean	Cayman Islands
34.	Ingram Micro Logistics Inc.(16)	Cayman Islands
35.	CIM Ventures Inc. (17)	Cayman Islands
36.	Ingram Micro Mexico, S.A. de C.V.(18)	Mexico
37.	Export Services Inc.	California
38.	Ingram Micro Panama, S. de R.L.(19)	Panama

	Name of Subsidiary	Jurisdiction
39.	Ingram Micro SB Holdings Inc.	Cayman Islands
40.	Ingram Micro SB Inc.	California
41.	Ingram Micro Management Company(20)	USA (California)
42.	Ingram Micro Atlantic Holding Inc.(21)	Cayman Islands
43.	Ingram Micro North Atlantic Holding Inc.(22)	Cayman Islands
44.	Ingram Micro International Inc.(23)	Cayman Islands
45.	Ingram Micro Europe Treasury LLC	USA (Delaware)
46.	Ingram Micro Luxembourg Sarl	Luxembourg
47.	Ingram Micro SAS(24)	France
48.	Ingram Micro GmbH	Switzerland
49.	Ingram Micro Holding GmbH	Germany
50.	Ingram Micro Pan Europe GmbH	Germany
51.	Ingram Micro Games GmbH	Germany
52.	Ingram Micro Distribution GmbH	Germany
53.	Compu-Shack Electronic GmbH	Germany
54.	Ingram Micro Europe GmbH(25)	Germany
55.	Ingram Macrotron GmbH	Germany
56.	Macrotron Systems GmbH	Germany
57.	Macrotron Process Technologies GmbH	Germany
58.	Macrotron (UK) Ltd.(26)	UK
59.	Ingram Micro Europe BVBA(27)	Belgium
60.	Ingram Micro BVBA(28)	Belgium
61.	Ingram Micro GmbH	Austria
62.	Vapriva BVBA(29)	Belgium
63.	Handelsmaatschappij voor Computers BVBA	Belgium
64.	Ingram Micro Magyarorszag Kft	Hungary
65.	Ingram Micro Srl(30)	Italy
66.	Ingram Micro BV	Netherlands
67.	Bright Creative Communications BV	Netherlands
68.	Ingram Micro SL(31)	Spain
69.	Ingram Micro Holdings Ltd.	UK
70.	Ingram Micro (UK) Ltd.	UK
71.	Ingram Micro Finance Centre of Excellence Ltd .	UK
72.	Ingram Micro Coordination Center BVBA(32)	Belgium
73.	Ingram Micro Nordic Holding BVBA(33)	Belgium
74.	Ingram Micro ApS	Denmark
75.	Ingram Micro AB	Sweden
76.	Ingram Micro AS	Norway
77.	Ingram Micro Oy	Finland
78.	Ingram Micro (Portugal) Comercio Internacional & Servicos Sociedade Unipessoal LDA	Portugal
79.	Ingram Micro Europe AG(34)	Switzerland
80.	Ingram Micro Asia Pacific Pte. Ltd	Singapore
81.	Ingram Micro New Zealand Holdings	New Zealand

	Name of Subsidiary	Jurisdiction
82.	Ingram Micro Asia Holdings Inc.	California
83.	Ingram Micro Asia Ltd.(35)	Singapore
84.	Megawave Pte Ltd.(36)	Singapore
85.	Ingram Micro Singapore (Indo-China) Pte Ltd.	Singapore
86.	Ingram Micro Singapore (South Asia) Pte Ltd	Singapore
87.	Ingram Micro Semiconductors Asia Pte. Ltd.	Singapore
88.	ERIM Sdn Bhd(37)	Malaysia
89.	Ingram Micro Malaysia Sdn Bhd	Malaysia
90.	Ingram Micro Holding (Thailand) Ltd (38)	Thailand
91.	Ingram Micro India Private Limited (39)	India
92.	Tech Pacific NZ Ltd.	New Zealand
93.	Ingram Micro Hong Kong (Holding) Ltd.(40)	Hong Kong
94.	Chinam Electronics Limited(41)	Hong Kong
95.	Ingram Micro (China) Ltd(42)	Hong Kong
96.	Ingram Micro China Commercial Co. Ltd.	China
97.	Ingram Micro International Trading (Shanghai) Co., Ltd.	China
98.	Ingram Micro (Thailand) Ltd.(43)	Thailand
99.	Ingram Micro (Hong Kong) Ltd.(44)	Hong Kong
100.	Ingram Micro Holdings (Australia) Pty Ltd.	Australia
101.	Ingram Micro Pty Ltd.	Australia
102.	Ingram Micro Australia Pty Ltd.	Australia
103.	Electronic Resources Australia (Qld) Pty Ltd.(45)	Australia
104.	Electronic Resources Australia (Vic) Pty Ltd.(46)	Australia
105.	Techpac Holdings (Australia) Pty Ltd.(47)	Australia
106.	Tech Pacific Holdings Pty Limited	Australia
107.	Tech Pacific Australia Pty Ltd.	Australia
108.	Ingram Micro Lanka (Private) Limited(48)	Sri Lanka
109.	Techpac Holdings Limited	Bermuda
110.	Tech Pacific Holdings Sarl(49)	Luxembourg
111.	TP Holdings BVBA 50	Belgium
112.	Tech Pacific Holdings (NZ) Limited	New Zealand
113.	Ingram Micro (NZ) Limited	New Zealand
114.	Imagineering (NZ) Limited(51)	New Zealand
115.	TP Holdings Limited(52)	Bermuda
116.	Tech Pacific (Thailand) Co., Ltd.	Thailand
117.	Tech Pacific Asia Limited	British Virgin Islands
118.	Tech Pacific (H.K.) Limited	Hong Kong
119.	Tech Pacific Limited(53)	Hong Kong
120.	First Tech Pacific Distributors Sdn Bhd	Malaysia
121.	Tech Pacific Inc.(54)	Philippines
122.	Tech Pacific (Singapore) Ltd.	Singapore
123.	Tech Pacific Logistics Pte Ltd.(55)	Singapore
124.	Tech Pacific Holdings Pte Limited	Singapore
125.	Tech Pacific Mauritius Limited	Mauritius

	Name of Subsidiary	Jurisdiction
126.	Techpac Mauritius Limited	Mauritius
127.	Surajami Investment & Trading Co. Ltd.(56)	India
128.	Tech Pacific (India) Ltd.	India
129.	Ingram Micro (India) Exports Pte Ltd.	Singapore

(1) Pennsylvania business trust, with Ingram Micro Delaware Inc. as trustee and Ingram Micro CLBT Inc. as beneficiary.

(2) Tennessee limited partnership, with Ingram Micro Inc. (Delaware) as general partner and Ingram Micro Delaware Inc. as limited partner.

(3) Texas limited partnership, with Ingram Micro Texas LLC (dba IMTX LLC) as general partner and Ingram Micro Delaware Inc. as limited partner.

(4) Ingram Micro Holdco is general partner with 0.1% interest and Ingram Micro Inc., an Ontario, Canada corporation is limited partner with 99.9% interest.

(5) Ingram Micro Holdco is general partner with 0.1% interest and Ingram Micro Inc., an Ontario, Canada corporation is limited partner with 99.9% interest.

(6) Single member limited liability company with Ingram Micro Inc. (Delaware) as its sole member, dba IMTX LLC in Texas.

(7) Dormant.

(8) Dormant.

(9) Dormant.

(10) 99.998% owned by Ingram Micro Latin America and .002% owned by Ingram Micro Caribbean.

(11) 99.998% owned by Ingram Micro Inc. (Delaware) and .002% owned by Ingram Micro Caribbean.

(12) 99% owned by Ingram Micro Latin America Inc. and 1% owned by Ingram Micro Caribbean.

(13) 99.999% owned by Ingram Micro Latin America and .001% owned by Ingram Micro Caribbean.

(14) 99.999% owned by Ingram Micro Brasil Ltda. and .001% owned by Ingram Micro Latin America.

(15) 99.99% owned by Ingram Micro Latin America & Caribbean Inc., .005% owned by Ingram Micro Caribbean and .005% owned by Ingram Micro Inc. (Delaware).

(16) 40,000,000 voting preferred shares owned by Ingram Micro Inc. (Delaware) and 10,000,000 non-voting common shares owned by Ingram Micro SB Inc.

(17) 346,800 non-voting shares owned by Ingram Micro Logistics Inc. and 55 Class A preferred voting shares owned by Ingram Micro SB Holdings Inc.

(18) 99.998% owned by Ingram Micro Inc. (Delaware) and .002% owned by Ingram Micro Caribbean.

(19) 99.998% owned by Ingram Micro Latin America and .002% owned by Ingram Micro Caribbean.

(20) 6,677.27 shares owned by Ingram Micro Inc., 1,141.05 shares owned by Ingram Micro Europe Holding LLC, and 92.45 shares owned by Ingram Micro Delaware Inc.

(21) 4,656.01 shares owned by Ingram Micro Management Company.

(22) 3,254.76 shares owned by Ingram Micro Management Company.

(23) 4,646.01 shares owned by Ingram Micro Atlantic Holding Inc. and 3,254.76 shares owned by Ingram Micro North Atlantic Holding Inc.

(24) One share owned by Ingram Micro International Inc.

(25) Ingram Micro Inc. owns 2,935.41 preferred shares.

(26) In liquidation.

(27) One share owned by Ingram Micro International Inc.

(28) One share owned by Ingram Micro International Inc.

(29) One share owned by Ingram Micro Europe BVBA.

(30) One share owned by Ingram Micro Luxembourg Sarl.

(31) One share owned by Ingram Micro Luxembourg Sarl.

(32) 11,424,521 shares owned by Ingram Micro Luxembourg Sarl.

(33) One share owned by Ingram Micro BVBA.

(34) In liquidation.

(35) Ingram Micro Asia Holdings Inc. owns 99.998% of the issued share capital and 0.002% held by minority shareholders.

(36) Dormant.

(37) Dormant.

(38) 46% of shares owned by Ingram Micro Asia Ltd and 54% of shares are held in trust by nominee shareholders on behalf of Ingram Micro Asia Ltd.

(39) 87.6% of shares owned by Ingram Micro Asia Ltd, 12.4% of shares owned by Tech Pacific (India) Ltd and 10 shares held by Ingram Micro Asia Holdings Inc.

(40) Dormant. 50% of shares owned by Ingram Micro Asia Ltd and 50% of shares held by nominee shareholder in trust for Ingram Micro Asia Ltd.

(41) Dormant. 51% of shares owned by Ingram Micro Hong Kong (Holding) Ltd and 49% of shares owned by Ingram Micro Asia Ltd.

(42) 51% of shares owned by Ingram Micro Hong Kong (Holding) Ltd and 49% of shares owned by Ingram Micro Asia Ltd.

(43) 99.999% of shares owned by Ingram Micro Inc. and 0.001% held in trust by nominee shareholders on behalf of Ingram Micro Inc.

(44) 99% of shares owned by Ingram Micro Asia Holdings Inc. and 1% of shares owned by Ingram Micro Delaware Inc.

(45) Dormant.

(46) Dormant. 76% of shares owned by Ingram Micro Australia Pty Limited and 24% of shares owned by Ingram Micro Asia Ltd.

(47) Ingram Micro Pty Ltd owns 100% of the issued share capital effective March 31, 2005.

(48) 99% of shares owned by Ingram Micro Asia Holdings Inc. and 1% of shares owned by Ingram Micro Delaware Inc.

(49) In liquidation.

(50) In liquidation.

(51) Dormant.

(52) Dormant.

(53) Dormant.

(54) Dormant. In liquidation.

(55) Dormant.

(56) Dormant. 61% of shares owned by Techpac Mauritius Limited and 39% of shares owned by Tech Pacific Mauritius Limited.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-39457 and 333-93783) and Form S-8 (Nos. 333-23821, 333-23823, 333-23825, 333-23827, 333-43447, 333-52807, 333-52809, 333-39780 and 333-105711) of Ingram Micro Inc. of our report dated March 13, 2006 relating to the financial statements, financial statement schedule, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Los Angeles, California
March 13, 2006

EXHIBIT 31.1

CERTIFICATION BY PRINCIPAL EXECUTIVE OFFICER (SOX 302)

I, Gregory M. E. Spierkel, certify that:

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

2. Based on my knowledge, this 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this 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 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-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, 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 report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2006

/s/ *Gregory M.E. Spierkel*

Title: Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION BY PRINCIPAL FINANCIAL OFFICER (SOX 302)

I, William D. Humes, certify that:

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

2. Based on my knowledge, this 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this 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 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-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, 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 report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2006

/s/ *William D. Humes*

Name: William D. Humes
Title: Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION BY PRINCIPAL EXECUTIVE OFFICER (SOX 906)

The certification below is being submitted to the Securities and Exchange Commission solely for the purpose of complying with Section 1350 of Chapter 63 of Title 18 of the United States Code.

In my capacity as chief executive officer of Ingram Micro Inc., I hereby certify that, to the best of my knowledge, Ingram Micro Inc.'s annual report on Form 10-K for the fiscal year ended December 31, 2005 as filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Ingram Micro Inc.

/s/ *Gregory M. E. Spierkel*

Name: Gregory M. E. Spierkel
Title: Chief Executive Officer

Dated: March 14, 2006

EXHIBIT 32.2

CERTIFICATION BY PRINCIPAL FINANCIAL OFFICER (SOX 906)

The certification below is being submitted to the Securities and Exchange Commission solely for the purpose of complying with Section 1350 of Chapter 63 of Title 18 of the United States Code.

In my capacity as chief financial officer of Ingram Micro Inc., I hereby certify that, to the best of my knowledge, Ingram Micro Inc.'s annual report on Form 10-K for the fiscal year ended December 31, 2005 as filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Ingram Micro Inc.

/s/ *William D. Humes*

Name: William D. Humes
Title: Executive Vice President and
Chief Financial Officer

Dated: March 14, 2006