

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

 FORM S-8
 REGISTRATION STATEMENT
 Under
 The Securities Act of 1933

ALPHA INDUSTRIES, INC.
 (Exact Name of Registrant as Specified in Its Charter)

DELAWARE
 (State or Other Jurisdiction of
 Incorporation or Organization)

04-2302115
 (I.R.S. Employer
 Identification Number)

20 SYLVAN ROAD, WOBURN, MASSACHUSETTS 01801 (781) 935-5150
 (Address, Including Zip Code, and Telephone Number, Including
 Area Code, of Registrant's Principal Executive Offices)

 ALPHA INDUSTRIES, INC.
 1999 EMPLOYEE LONG-TERM INCENTIVE PLAN
 DIRECTORS' 2001 STOCK OPTION PLAN
 (Full Title of the Plan)

JAMES K. JACOBS
 GENERAL COUNSEL
 ALPHA INDUSTRIES, INC.
 20 SYLVAN ROAD, WOBURN, MASSACHUSETTS 01801
 (781) 935-5150
 (Name, Address and Telephone Number, Including Area Code, of Agent for Service)

 CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to Be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(1)
Common Stock, \$.25 par value	4,150,000 Shares (2)	\$ 16.75	\$ 69,512,500.00	\$ 6,395.15

(1) The registration fee has been calculated pursuant to Rule 457(h) under the Securities Act of 1933, as amended, on the basis of the average of the high and low reported price of the Common Stock of Alpha Industries, Inc. on the Nasdaq National Market on March 21, 2002.

(2) Consists of (i) 3,900,000 shares issuable under the 1999 Employee Long Term Incentive Plan, as amended April 26, 2001 and (ii) 250,000 shares issuable under Directors' 2001 Stock Option Plan. Such presently indeterminable number of additional shares of Common Stock are registered hereunder as may be issued in the event of a merger, consolidation, reorganization, recapitalization, stock dividend, stock split, stock combination or other similar change in the Common Stock.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents are hereby incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended April 1, 2001 filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (b) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above, including without limitation, (i) the Registrant's Quarterly Reports on Form 10-Q for the fiscal quarters ended July 1, 2001, September 30, 2001 and December 30, 2001 (ii) the Registrant's Current Reports on Form 8-K dated December 19, 2001 and March 15, 2002; and (iii) the Registrant's Proxy Statement for the annual meeting of stockholders held on September 10, 2001; and
- (c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A (Registration No. 0-24357) filed under the Exchange Act with the Securities and Exchange Commission.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not Applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not Applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article Tenth of the Registrant's Restated Certificate of Incorporation eliminates the personal liability of directors to the Registrant or its stockholders for monetary damages for breaches of their fiduciary duty (subject to certain exceptions, such as breaches of the duty of loyalty to registrant or its stockholders), and provides that the Registrant may indemnify its officers and directors to the full extent permitted by law.

The Registrant's Amended and Restated By-laws include provisions for mandatory indemnification of its officers and directors provided certain conditions are met. Section 145 of the General Corporation Law of the State of Delaware authorizes a corporation to indemnify directors, officers, employees or agents of the corporation in non-derivative suits if such party acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, as determined in accordance with the Delaware General Corporation Law. Section 145 further provides that indemnification shall be provided if the party in question is successful on the merits or otherwise.

The effect of these provisions would be to permit such indemnification by the Registrant for liabilities arising under the Securities Act of 1933, as amended, to the extent permitted under such act.

The Registrant has directors' and officers' liability insurance.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not Applicable.

ITEM 8. EXHIBITS.

Number	Description
4(a)	Specimen Certificate of Common Stock (Filed as Exhibit 4(a) to the Registrant's Registration Statement on Form S-3 (Registration No. 33-63857)).*
4(b)	Restated Certificate of Incorporation (Filed as Exhibit 3(a) to the Registrant's Registration Statement on Form S-3 (Registration No. 33-63857)).*
4(c)	Certificate of Amendment of Restated Certificate of Incorporation dated March 30, 2000 (Filed as Exhibit 4(a) to the Registrant's Registration Statement on Form S-8 (Registration No. 333-63818)).*
5	Legal Opinion of Testa, Hurwitz & Thibault, LLP.
23(a)	Consent of Testa, Hurwitz & Thibault, LLP (contained in Exhibit 5 hereof).
23(b)	Consent of KPMG LLP.
24	Power of Attorney (included on the signature page of this Registration Statement).
99.1	Alpha Industries, Inc. 1999 Employee Long-Term Incentive Plan dated April 27, 1999, as amended on April 26, 2000 and April 26, 2001.
99.2	Alpha Industries, Inc. Directors' 2001 Stock Option Plan dated September 10, 2001 (Filed as Exhibit 10(n) to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2001).*

* Not filed herewith. In accordance with Rule 411 promulgated pursuant to the Securities Act of 1933, as amended, reference is made to documents previously filed with the Commission, which are incorporated by reference herein.

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in this Registration Statement.

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

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

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

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

[SIGNATURES FOLLOW]

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Woburn, Commonwealth of Massachusetts, on March 27, 2002.

ALPHA INDUSTRIES, INC.

By: /s/ David J. Aldrich

DAVID J. ALDRICH
PRESIDENT AND CHIEF EXECUTIVE OFFICER

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints David J. Aldrich and Thomas C. Leonard, and each of them (with full power to each of them to act alone), his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

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

SIGNATURE -----	TITLE -----	DATE -----
/s/ Thomas C. Leonard ----- THOMAS C. LEONARD	Chairman of the Board	March 27, 2002
/s/ David J. Aldrich ----- DAVID J. ALDRICH	President, Chief Executive Officer and Director	March 27, 2002
/s/ Paul E. Vincent ----- PAUL E. VINCENT	Chief Financial Officer Principal Financial Officer and Principal Accounting Officer	March 27, 2002
/s/ Timothy R. Furey ----- TIMOTHY R. FUREY	Director	March 27, 2002
/s/ James W. Henderson ----- JAMES W. HENDERSON	Director	March 27, 2002
/s/ George S. Kariotis ----- GEORGE S. KARIOTIS	Director	March 27, 2002
/s/ David McLachlan ----- DAVID MCLACHLAN	Director	March 27, 2002
/s/ Arthur Pappas ----- ARTHUR PAPPAS	Director	March 27, 2002
/s/ Sidney Topol ----- SIDNEY TOPOL	Director	March 27, 2002

EXHIBIT INDEX

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* Not filed herewith. In accordance with Rule 411 promulgated pursuant to the Securities Act of 1933, as amended, reference is made to the documents previously filed with the Commission, which are incorporated by reference herein.

EXHIBIT 5

March 27, 2002

Alpha Industries, Inc.
20 Sylvan Road
Woburn, MA 01801

Re: Registration Statement on Form S-8 Relating to the 1999 Employee
Long-Term Incentive Plan and the Directors' 2001 Stock Option Plan
(collectively, the "Plans").

Dear Sir or Madam:

Reference is made to the above-captioned Registration Statement on Form S-8 (the "Registration Statement") filed by Alpha Industries, Inc. (the "Company") on the date hereof with the Securities and Exchange Commission under the Securities Act of 1933 relating to an aggregate of 4,150,000 shares of Common Stock, par value \$0.25 per share, of the Company issuable pursuant to the Plans (the "Shares").

We have examined, are familiar with, and have relied as to factual matters solely upon, copies of the Plans, the Company's Restated Certificate of Incorporation, as amended, the Company's By-Laws, as amended, the minute books and stock records of the Company, and originals or certified copies of such other certificates, documents, records and materials as we have deemed necessary for the purpose of rendering this opinion.

We are members only of the Bar of the Commonwealth of Massachusetts and are not experts in, and express no opinion regarding, the laws of any jurisdiction other than the Commonwealth of Massachusetts and the United States of America, and the General Corporation Law of the State of Delaware.

Based upon the foregoing, we are of the opinion that the Shares have been duly authorized and, when issued and paid for in accordance with the terms of the Plans, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ TESTA, HURWITZ & THIBEAULT, LLP

EXHIBIT 23(b)
CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

The Board of Directors
Alpha Industries, Inc.

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 for the Alpha Industries, Inc. 1999 Employee Long-Term Incentive Plan and the Alpha Industries, Inc. Directors' 2001 Stock Option Plan of our audit report dated May 1, 2001 on the consolidated financial statements of Alpha Industries, Inc. and subsidiaries as of April 1, 2001 and for each of the years in the three-year period then ended.

/s/ KPMG LLP

Boston, Massachusetts
March 27, 2002

EXHIBIT 99.1

ALPHA INDUSTRIES, INC.
1999 EMPLOYEE
LONG-TERM INCENTIVE PLAN

AS AMENDED ON APRIL 26, 2001

ALPHA INDUSTRIES, INC.
1999 EMPLOYEE LONG-TERM INCENTIVE PLAN

SECTION I. PURPOSE OF THE PLAN.

The purposes of this Alpha Industries, Inc. 1999 Employee Long-term Incentive Plan (the "1999 Plan") are (i) to provide long-term incentives and rewards to those employees (the "Participants") of Alpha Industries, Inc. (the "Corporation") and its subsidiaries (if any), other than officers and non-employee Directors of the Corporation, who are in a position to contribute to the long-term success and growth of the Corporation and its subsidiaries, (ii) to assist the Corporation in retaining and attracting employees with requisite experience and ability, and (iii) to associate more closely the interests of such employees with those of the Corporation's stockholders.

SECTION II. DEFINITIONS.

"Code" is the Internal Revenue Code of 1986, as it may be amended from time to time.

"Common Stock" is the \$.25 par value common stock of the Corporation.

"Committee" is defined in Section III, paragraph (a).

"Corporation" is defined in Section I.

"Expiration date" is defined in Section IV.

"Participant" is defined in Section I.

"Fair Market Value" of any property is the value of the property as reasonably determined by the Committee.

"1999 Plan" is defined in Section I.

"Section 16" means Section 16 of the Securities Exchange Act of 1934, as amended, or any similar or successor statute, and any rules, regulations, or policies adopted or applied thereunder.

"Stock Options" are rights granted pursuant to this 1999 Plan to purchase shares of Common Stock at a fixed price.

SECTION III. ADMINISTRATION.

(a) The Committee. This 1999 Plan shall be administered by a compensation committee designated by the Board of Directors of the Corporation, which may include any persons (including any or all of the directors) designated by the Board of Directors (the administering body is hereafter referred to as the "Committee"). The Committee shall serve at the pleasure of the Board of Directors, which may from time to time, and in its sole discretion, discharge any member, appoint additional new members in substitution for those previously appointed and/or fill vacancies however caused. A majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present shall be deemed the action of the Committee. No person shall be eligible to be a member of the Committee if that person's membership would prevent the plan from complying with Section 16, if applicable to the Corporation. At such time as any class of equity security of the Corporation is registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Act"), (i) the Committee shall consist of at least two members of the Board of Directors and (ii) to the extent required by Rule 16b-3 promulgated under the Act, no member of the Committee while a member thereof shall be eligible to participate in this Plan, nor may any person be appointed to the Committee

unless he was not eligible to participate in this 1999 Plan or any other plan of the Corporation at any time within the one-year period immediately prior to such appointment.

(b) Authority and Discretion of the Committee. Subject to the express provisions of this 1999 Plan and provided that all actions taken shall be consistent with the purposes of this 1999 Plan, and subject to ratification by the Board of Directors only if required by applicable law, the Committee shall have full and complete authority and the sole discretion to: (i) determine those persons who shall constitute employees eligible to be Participants; (ii) select the Participants to whom awards shall be granted under this 1999 Plan; (iii) determine the size and the form of the award or, if any, to be granted to any Participant; (iv) determine the time or times such awards shall be granted including the grant of Stock Options in connection with other awards made, or compensation paid, to the Participant; (v) establish the terms and conditions upon which such awards may be exercised and/or transferred, including the exercise of Stock Options in connection with other awards made, or compensation paid, to the Participant; (vi) make or alter any restrictions and conditions upon such awards; and (vii) adopt such rules and regulations, establish, define and/or interpret these and any other terms and conditions, and make all determinations (which may be on a case-by-case basis) deemed necessary or desirable for the administration of this 1999 Plan.

(c) Applicable Law. This 1999 Plan and all awards shall be governed by the law of the state in which the Corporation is incorporated.

SECTION IV. AWARDS.

Awards under this 1999 Plan shall consist of Stock Options, all as described herein.

(a) Form of Agreement. Stock Options shall be evidenced by a writing or written agreement in such form, and containing such terms and conditions (not inconsistent with this 1999 Plan), as the Committee may determine. The document shall include the following, or a similar, statement: "This stock option is not intended to be an Incentive Stock Option, as that term is described in Section 422 of the Internal Revenue Code of 1986, as amended."

(b) Period of Exercisability. Stock Options shall be for such periods as may be determined by the Committee, but in no event more than ten years. The date upon which a Stock Option ceases to be exercisable is the Stock Option's "Expiration Date".

(c) Purchase Price and Payment. The purchase price of shares purchased pursuant to any Stock Option shall be determined by the Committee, and shall be paid by the Participant or other person permitted to exercise the Stock Option in full upon exercise, (A) in cash, (B) by delivery of shares of Common Stock (valued at their Fair Market Value on the date of such exercise), (C) any other property (valued at its Fair Market Value on the date of such exercise), or (D) any combination of cash, stock and other property, with any payment made pursuant to clauses (B), (C) or (D) only as permitted by the Committee, in its sole discretion. In no event will the purchase price of Common Stock be less than the par value of the Common Stock.

(d) Vesting and Transferability. At the discretion of the Committee, the Common Stock issued pursuant to the Stock Options granted hereunder may be subject to restrictions on vesting or transferability.

(e) If a Participant's employment with the Corporation is terminated, then that Participant's Stock Options may be exercised as to all shares that have not been previously purchased only in accordance with the following provisions and notwithstanding any other provision of this Plan.

i. In the event of termination by reason of a Participant's death, the Participant's Stock Options may be exercised as to all vested and unvested shares until the earlier of the Expiration Date or twelve (12) months after the date of death.

- ii. In the event of termination by reason of a Participant's permanent and total disability, the Participant's Stock Options may be exercised as to all shares vested as of the date of the termination until the earlier of the Expiration Date or six (6) months after the date of termination. Shares not vested as of the date of the termination may not be exercised.
- iii. In the event of termination of a Participant for Cause, the Participant's Stock Options may not be exercised as to any shares, whether or not they were previously vested. "Cause" shall mean: (i) deliberate dishonesty significantly detrimental to the best interests of the Corporation or any subsidiary or affiliate; (ii) conduct constituting an act of moral turpitude;
- (iii) willful disloyalty to the Corporation or refusal or failure to obey the directions of supervisors; or (iv) inadequate performance or inattention to or neglect of duties. The Corporation's appropriate management personnel shall determine whether termination was for Cause.
- iv. In the event of termination of a Participant for any other reason, including without limitation termination without Cause and voluntary resignation, the Participant's Stock Options may be exercised as to all shares vested as of the date of the termination until the earlier of the Expiration Date or three (3) months after the date of termination. Shares not vested as of the date of the termination may not be exercised.

SECTION V. AMENDMENT; ADJUSTMENTS UPON CHANGES IN STOCK.

- (a) Power to Amend and Restrictions on Amendment. The Board of Directors of the Corporation may at any time, and from time to time, amend, suspend or terminate this 1999 Plan in whole or in part; provided, however, that, to the extent required by Section 16(b)(3) of the Act and the Internal Revenue Code, as amended, neither the Board of Directors nor the Committee may amend or modify this 1999 Plan without compliance with any applicable law, rules, or regulations. Except as provided herein, no amendment, suspension or termination of this 1999 Plan may affect the rights of a Participant to whom an award has been granted without such Participant's consent.
- (b) Merger or Consolidation. If the Corporation is a party to any merger or consolidation, any purchase or acquisition of property or stock, or any separation, reorganization or liquidation, the Board of Directors (or, if the Corporation is not the surviving corporation, the board of directors of the surviving corporation) shall have the power to make arrangements, which shall be binding upon the holders of unexpired Stock Options, for the substitution of new options for, or the assumption by another corporation of, any unexpired Stock Options then outstanding hereunder.
- (c) Adjustment of Exercise Price after Corporate Event. If by reason of recapitalization, reclassification, stock split-up, combination of shares, separation (including a spin-off) or dividend on the stock payable in shares of Common Stock, the outstanding shares of Common Stock are increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Corporation, the Board of Directors shall conclusively determine the appropriate adjustment in the exercise prices of outstanding Stock Options and in the number and kind of shares as to which outstanding Stock Options shall be exercisable.
- (d) Adjustment of Number of Shares after Corporate Event. In the event of a transaction of the type described in paragraphs (b) and (c) above, the total number of shares of Common Stock on which Stock Options may be granted under this 1999 Plan shall be appropriately adjusted by the Board of Directors.

SECTION VI. CHANGE OF CONTROL PROVISIONS.

(a) Notwithstanding any other provision of the Plan to the contrary, in the event of a Change of Control, any Options outstanding as of the date such Change of Control is determined to have occurred and not then exercisable shall become fully exercisable to the full extent of the original grant.

(b) A "Change in Control" will be deemed to have occurred if the Continuing Board of Alpha shall have ceased for any reason to constitute a majority of the Board of Directors of Alpha. For this purpose, a "Continuing Director" will include any member of the Board of Directors of Alpha as of the Effective Date and any person nominated for election to the Board of Directors of Alpha by a majority of the then Continuing Directors.

SECTION VII. SHARES OF STOCK SUBJECT TO THE PLAN.

The number of shares of Common Stock that may be the subject of awards under this 1999 Plan shall not exceed an aggregate of 7,510,000 shares. Shares to be delivered under this 1999 Plan may be either authorized but unissued shares of Common Stock or treasury shares. Any shares subject to a Stock Option hereunder which for any reason terminates, is canceled or otherwise expires unexercised, shares reacquired by the Corporation because restrictions do not lapse and any shares reacquired by the Corporation due to restrictions imposed on the shares, shares returned because payment is made hereunder in stock of equivalent value rather than in cash, and/or shares reacquired from a recipient for any other reason shall, at such time, no longer count towards the aggregate number of shares which have been the subject of Stock Options issued hereunder, and such number of shares shall be subject to further awards under this 1999 Plan.

SECTION VIII. MISCELLANEOUS PROVISIONS.

(a) Indemnity. Neither the Board of Directors nor the Committee, nor any members of either, nor any employees of the Corporation or any parent, subsidiary, or other affiliate, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with their responsibilities with respect to this 1999 Plan, and the Corporation hereby agrees to indemnify the members of the Board of Directors, the members of the Committee, and the employees of the Corporation and its parent or subsidiaries in respect of any claim, loss, damage, or expense (including reasonable counsel fees) arising from any such act, omission, interpretation, construction or determination to the full extent permitted by law.

(b) Participation by Foreigners. Without amending this 1999 Plan, the Committee may modify grants made to Participants who are foreign nationals or employed outside the United States so as to recognize differences in local law, tax policy, or custom.

(c) Rights of Participants of Awards. The holder of any Stock Option granted under the 1999 Plan shall have no rights as a stockholder of the Corporation with respect thereto unless and until certificates for shares are issued.

(d) Assignment of Stock Options. No Stock Option or any rights or interests of the recipient therein shall be assignable or transferable by such recipient except by will or the laws of descent and distribution. During the lifetime of the recipient, such Stock Option shall be exercisable only by, or payable only to, the recipient thereof.

(e) Legal and Other Requirements. No shares of Common Stock shall be issued or transferred upon grant or exercise of any award under the 1999 Plan unless and until all legal requirements applicable to the issuance or transfer of such shares and such other requirements as are consistent with the 1999 Plan have been complied with to the satisfaction of the Committee. Furthermore, the Corporation is not obligated to register or qualify the shares of Common Stock to be issued upon exercise of a Stock Option under federal or state securities laws (or to register them at any time thereafter), and it may refuse to

issue such shares if, in its sole discretion, registration or exemption from registration is not practical or available. The Committee may require that prior to the issuance or transfer of Common Stock hereunder, the recipient thereof shall enter into a written agreement to comply with any restrictions on subsequent disposition that the Committee or the Company deem necessary or advisable under any applicable law, regulation or official interpretation thereof. Certificates of stock issued hereunder may be legended to reflect such restrictions.

(f) Withholding of Taxes. Pursuant to applicable federal, state, local or foreign laws, the Corporation may be required to collect income or other taxes upon the grant of awards to, or exercise of a Stock Option by, a holder. The Corporation may require, as a condition to the exercise of a Stock Option, or demand, at such other time as it may consider appropriate, that the Participant pay the Corporation the amount of any taxes which the Corporation may determine is required to be withheld or collected, and the Participant shall comply with the requirement or demand of the Corporation. In its discretion, the Corporation may withhold shares to be received upon exercise of a Stock Option if it deems this an appropriate method for withholding or collecting taxes.

(g) Pledge of Shares. Notwithstanding restrictions against disposition of any award made pursuant to the 1999 Plan, the Committee, in its discretion, may permit any shares acquired under the 1999 Plan to be pledged or otherwise encumbered to secure borrowing by the recipient thereof solely for the purpose of obtaining the acquisition price to be paid for such shares, provided, that the amount of such borrowing may not exceed the acquisition price of such shares, and the recipient must provide the Corporation with a copy of the documents executed in connection with such borrowing. Any borrowing made by the recipient of an award pursuant to this paragraph (g) must permit the Corporation to repay the outstanding indebtedness and reacquire the pledged shares in the event of a default by the recipient under the borrowing documents. Nothing in this paragraph (g) shall require the Corporation to repay any indebtedness of a Participant or reacquire shares pledged hereunder.

(h) Right to Awards. No employee of the Corporation or other person shall have any claim or right to be a Participant in this 1999 Plan or to be granted an award hereunder. Neither this 1999 Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ of the Corporation. Nothing contained hereunder shall be construed as giving any Participant or any other person any equity or interest of any kind in any assets of the Company or creating a trust of any kind or a fiduciary relationship of any kind between the Company and any such person. As to any claim for any unpaid amounts under the 1999 Plan, any Participant or any other person having a claim for payments shall be an unsecured creditor.

SECTION IX. EFFECTIVE DATE AND TERM OF THIS PLAN.

The effective date of this 1999 Plan is April 27, 1999 (the "Effective Date") and awards under this 1999 Plan may be made for a period of ten years commencing on the Effective Date. The period during which a Stock Option or other award may be exercised may extend beyond that time as provided herein.