BRIGHTPOINT INC
Form DEFM14A
August 20, 2012

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

(RULE 14a-01)

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

Filed by the Registrant þ Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

þ Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

Brightpoint, Inc.

(Name of Registrant as Specified in its Charter)

N/A

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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August 20, 2012

Dear Shareholder:

You are cordially invited to attend the special meeting of the shareholders of Brightpoint, Inc., an Indiana corporation (BrightPoint), which will be held at BrightPoint s corporate headquarters, located at 7635 Interactive Way, Suite 200, Indianapolis, IN 46278, on Wednesday, September 19, 2012, at 9:00 a.m. local time.

On June 29, 2012, we entered into a merger agreement providing for the acquisition of BrightPoint by Ingram Micro Inc., a Delaware corporation (Ingram Micro). If the acquisition is consummated, you will be entitled to receive $9.00 per share in cash, without interest and less any applicable withholding taxes, for each share of BrightPoint common stock you own. The total amount expected to be paid in the merger with respect to our outstanding common stock and outstanding equity awards as of August 14, 2012, the record date for the special meeting, is approximately $653.8 million. At the special meeting, you will be asked to approve the merger agreement, which contemplates the merger of a wholly-owned subsidiary of Ingram Micro with and into BrightPoint, as a result of which BrightPoint will become a wholly-owned subsidiary of Ingram Micro.

You will also be asked to (i) vote on the approval, on a non-binding, advisory basis, of compensation that may be received by our named executive officers in connection with the merger, (ii) vote on a proposal to adjourn the special meeting, if necessary or appropriate, to permit further solicitation of proxies if there are not sufficient votes at the time of the special meeting to approve the merger agreement and (iii) consider and act upon such other business as may properly come before the special meeting or any adjournments of the special meeting.

Following the closing of the merger, Ingram Micro will own all of BrightPoint s issued and outstanding capital stock, and BrightPoint will become a wholly-owned subsidiary of Ingram Micro. As a result, our common stock will no longer be traded on the NASDAQ Global Select Market and we will no longer be required to file periodic and other reports with the Securities and Exchange Commission. After the merger, you will no longer have any equity interest in BrightPoint and will not participate in any potential future earnings of BrightPoint.

Our Board of Directors has unanimously adopted, approved and authorized the merger agreement, and unanimously recommends that you vote FOR approval of the merger agreement; FOR the approval, on a non-binding, advisory basis, of compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the merger; and FOR the proposal to adjourn the special meeting, if necessary or appropriate, to permit further solicitation of proxies if there are not sufficient votes at the time of the special meeting to approve the merger agreement. In arriving at its recommendations, our Board of Directors carefully considered a number of factors described in the accompanying proxy statement.

The proxy statement attached to this letter provides you with information about the proposed merger and the special meeting. We encourage you to read the entire proxy statement carefully because it explains the proposed merger, the documents related to the merger and other related matters, including the conditions to the closing of the merger. You may also obtain more information about BrightPoint from documents we have filed with the Securities and Exchange Commission.

Your vote is very important, regardless of the number of shares of BrightPoint common stock you own. The merger cannot be consummated unless the merger agreement is approved by the affirmative vote of holders of at least a majority of the outstanding shares of our common stock entitled to vote. **If you fail to vote on the approval of the merger agreement, the effect will be the same as a vote against the approval of the merger agreement.**

If your shares of BrightPoint common stock are held in street name by your broker, dealer, commercial bank, trust company or other nominee, your broker, dealer, commercial bank, trust company or other nominee will be unable to vote your shares of BrightPoint common stock without instructions from you. You should instruct your broker, dealer, commercial bank, trust company or other nominee as to how to vote your shares of BrightPoint common stock, following the procedures provided by your broker, dealer, commercial bank, trust company or other nominee. **The failure to instruct your broker, dealer, commercial bank, trust company or other nominee to vote your shares of BrightPoint common stock FOR the approval of the merger agreement will have the same effect as voting against the approval of the merger agreement.**

Please do not send your BrightPoint common stock certificates to us at this time. If the merger is consummated, you will be sent instructions regarding surrender of your certificates.

Whether or not you expect to attend the special meeting in person, we urge you to submit your proxy as promptly as possible (1) through the Internet, (2) by telephone or (3) by marking, signing and dating the enclosed proxy card and returning it in the postage-paid envelope provided. If you receive more than one proxy card because you own shares that are registered differently, please vote all of your shares shown on all of the proxy cards.

If you are a shareholder of record of BrightPoint, voting by proxy will not prevent you from voting your shares in person if you subsequently choose to attend the special meeting.

We look forward to seeing you at the special meeting.

Sincerely,

Robert J. Laikin

Chairman of the Board and Chief Executive Officer

This proxy statement is dated August 20, 2012 and is first being mailed

to BrightPoint shareholders on or about August 23, 2012.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD WEDNESDAY, SEPTEMBER 19, 2012

A special meeting of the shareholders of Brightpoint, Inc., an Indiana corporation (BrightPoint), will be held at BrightPoint s corporate headquarters, located at 7635 Interactive Way, Suite 200, Indianapolis, IN 46278, on Wednesday, September 19, 2012, at 9:00 a.m. local time, for the following purposes:

1. To consider and vote upon a proposal to approve the Agreement and Plan of Merger (the merger agreement), dated as of June 29, 2012, among BrightPoint, Ingram Micro Inc. (Ingram Micro) and Beacon Sub, Inc., a wholly-owned subsidiary of Ingram Micro (Merger Sub), which contemplates the merger of Merger Sub with and into BrightPoint, with BrightPoint continuing as the surviving corporation. Pursuant to the merger agreement, each share of common stock of BrightPoint outstanding immediately prior to the effective time of the merger (other than shares held by Ingram Micro, BrightPoint or any of their respective subsidiaries) will be converted into the right to receive $9.00 per share, in cash, without interest and less any applicable withholding taxes.

2. To consider and vote on a non-binding, advisory basis, to approve the compensation that may be paid or otherwise become payable to our named executive officers that is based on or otherwise relates to the merger.

3. To consider and vote upon a proposal to adjourn the special meeting, if necessary or appropriate, to permit further solicitation of proxies if there are not sufficient votes at the time of the special meeting to approve the merger agreement referred to in Proposal 1 set forth above.

4. To transact such other business as may properly come before the special meeting or any adjournments of the special meeting.

Our Board of Directors has unanimously adopted, approved and authorized the merger agreement, and unanimously recommends that you vote FOR approval of the merger agreement; FOR the approval, on a non-binding, advisory basis, of compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the merger; and FOR the proposal to adjourn the special meeting, if necessary or appropriate, to permit further solicitation of proxies if there are not sufficient votes at the time of the special meeting to approve the merger agreement. In arriving at its recommendations, our Board of Directors carefully considered a number of factors described in the accompanying proxy statement.

Your vote is very important, regardless of the number of shares of stock that you own. The approval of the merger agreement requires the affirmative vote of the holders of a majority of the outstanding shares of BrightPoint common stock that are entitled to vote at the special meeting. The approvals of the non-binding compensation proposal and the proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies, in each case require that more votes are cast in favor of such proposal than are cast against such proposal.

Only holders of record of shares of BrightPoint common stock at the close of business on August 14, 2012, the record date for the special meeting, are entitled to notice of the special meeting and to vote at the special meeting and at any adjournment of the special meeting. All shareholders of record are cordially invited to attend the special meeting in person.

Whether or not you expect to attend the special meeting in person, we urge you to submit your proxy as promptly as possible (1) through the Internet, (2) by telephone or (3) by marking, signing and dating the enclosed proxy card and returning it in the postage-paid envelope provided. Prior to the vote, you may revoke your proxy in the manner described in the proxy statement. **Your failure to vote will have the same effect as a vote against the approval of the merger agreement.**

By Order of the Board of Directors,

Craig M. Carpenter

Executive Vice President,

General Counsel and Secretary

SUMMARY VOTING INSTRUCTIONS

Ensure that your shares of BrightPoint common stock can be voted at the special meeting by submitting your proxy or contacting your broker, dealer, commercial bank, trust company or other nominee.

If your shares of BrightPoint common stock are registered in the name of a broker, dealer, commercial bank, trust company or other nominee: check the voting instruction card forwarded by your broker, dealer, commercial bank, trust company or other nominee to see which voting options are available or contact your broker, dealer, commercial bank, trust company or other nominee in order to obtain directions as to how to ensure that your shares of BrightPoint common stock are voted at the special meeting.

If your shares of BrightPoint common stock are registered in your name: submit your proxy as soon as possible by telephone, via the Internet or by signing, dating and returning the enclosed proxy card in the enclosed postage-paid envelope, so that your shares of BrightPoint common stock can be voted at the special meeting.

Instructions regarding telephone and Internet voting are included on the proxy card.

The failure to vote will have the same effect as a vote against the proposal to approve the merger agreement. If you sign, date and mail your proxy card without indicating how you wish to vote, your proxy will be voted in favor of the proposal to approve the merger agreement and the proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies.

If you have any questions, require assistance with voting your proxy card,

or need additional copies of proxy material, please call Innisfree M&A Incorporated

at the phone numbers listed below.

Innisfree M&A Incorporated

501 Madison Avenue 20th floor

New York, NY 10022

Banks and Brokers Call: (212) 750-5833

All Others Toll Free (888) 750-5834

SUMMARY

The following summary highlights selected information in this proxy statement regarding substantive matters about the merger, the merger agreement and the special meeting and may not contain all the information that may be important to you. Accordingly, we encourage you to read carefully this entire proxy statement, its appendices and the documents referred to or incorporated by reference in this proxy statement. Each item in this summary includes a page reference directing you to a more complete description of that topic. See Where Shareholders Can Find More Information.

In this proxy statement, the terms we, us, our, BrightPoint and the Company refer to Brightpoint, Inc. and, where appropriate, its subsidiaries We refer to Ingram Micro, Inc. as Ingram Micro ; and Beacon Sub, Inc. as Merger Sub. We refer to the United States as U.S. When we refer to the merger agreement we mean the Agreement and Plan of Merger, dated as of June 29, 2012, among BrightPoint, Ingram Micro and Merger Sub. We refer to the proposed merger of Merger Sub with and into BrightPoint as the merger.

This proxy statement is first being mailed to shareholders on or about August 23, 2012.

The Parties to the Merger (Page 19)

Brightpoint, Inc.

7635 Interactive Way, Suite 200

Indianapolis, Indiana 46278

Telephone number: (317) 707-2355

BrightPoint is a global leader in providing device lifecycle services to the wireless industry. We provide customized logistic services, including demand planning, procurement, inventory management, software loading, kitting and customized packaging, fulfillment, credit services, receivables management, call center services, activation services, website hosting, e-fulfillment solutions, repair, refurbish and recycle services, reverse logistics, transportation management and other services within the global wireless industry. In 2011, we handled approximately 112.2 million wireless devices, including tablets. We handled approximately 89.1 million wireless devices through our logistic services business and approximately 23.0 million wireless devices through our distribution business.

For instructions about how shareholders can obtain more detail about BrightPoint s business and financial results, see Where Shareholders Can Find More Information beginning on page 87 of this proxy statement.

Ingram Micro Inc.

1600 E. St. Andrew Place

Santa Ana, California 92705

Telephone number: (714) 566-1000

Ingram Micro, a Fortune 100 company, is the largest global information technology (IT) wholesale distributor by net sales, 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 its technology partners. Ingram Micro creates value in the market by extending the reach of its technology partners, capturing market share for resellers and suppliers, creating innovative solutions comprised of both technology products and services, offering credit and providing efficient fulfillment of IT products and services.

Beacon Sub, Inc., a newly-formed Indiana corporation, was formed by Ingram Micro for the sole purpose of entering into the merger agreement and completing the merger. Merger Sub is wholly-owned by Ingram Micro and has not engaged in any business except in connection with the merger.

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The Proposed Transaction (Page 62)

You are being asked to vote to approve the merger agreement, pursuant to which BrightPoint will be acquired by Ingram Micro. The acquisition will be effected by the merger of Merger Sub, a wholly-owned subsidiary of Ingram Micro, with and into BrightPoint, with BrightPoint surviving as a wholly-owned subsidiary of Ingram Micro. At the effective time of the merger, each issued and outstanding share of our common stock (other than shares held by BrightPoint, Ingram Micro, Merger Sub or any of their respective subsidiaries) will be converted into the right to receive $9.00 per share in cash, without interest and less any applicable withholding taxes, which we refer to in this proxy statement as the merger consideration. The total amount expected to be paid in the merger with respect to our outstanding common stock and outstanding equity awards is approximately $653.8 million.

The parties to the merger agreement currently expect to close the merger before the end of the year, subject to satisfaction of the conditions described under Terms of the Merger Agreement Conditions to the Closing of the Merger beginning on page 72.

A copy of the merger agreement is attached as **Appendix A** to this proxy statement. ***You are encouraged to read the merger agreement carefully in its entirety because it is the legal agreement that governs the merger .***

Treatment of Restricted Shares, Restricted Stock Units and Restricted Stock Awards (Page 63)

The merger agreement provides that each restricted share granted under any of BrightPoint s stock plans that is outstanding immediately prior to the effective time of the merger will be converted into the right to receive, and BrightPoint will pay to each holder of any such restricted share, at or promptly after the effective time of the merger (but in any event not later than the first regular payroll date for BrightPoint that occurs after the effective time of the merger), an amount in cash equal to $9.00 for each such restricted share. The merger agreement provides that each restricted stock unit, or RSU, and restricted stock award, or RSA, outstanding immediately prior to the effective time of the merger will be converted into the right to receive, and BrightPoint will pay to each holder of any such RSU and RSA, at or promptly after the effective time of the merger (but in any event not later than the first regular payroll date for BrightPoint that occurs after the effective time of the merger), an amount in cash equal to $9.00, less any applicable taxes, for each such RSU and RSA (which payment will be deemed to be the issuance of the appropriate number of shares of BrightPoint s common stock and receipt of $9.00 per share, to the extent required by the terms of the applicable RSU or RSA agreement). Our Board of Directors, upon the recommendation of the Company s Compensation and Human Resources Committee and contingent upon the closing of the merger with Ingram Micro, accelerated the vesting of RSUs for all employees that do not otherwise vest pursuant to their terms prior to or upon the closing of the merger.

The total amount expected to be paid with respect to restricted shares, RSUs and RSAs of BrightPoint that will vest at or immediately prior to the effective time of the merger is approximately $34.3 million.

Reasons for the Merger; Recommendation of our Board of Directors (Page 32)

Our Board of Directors, after careful consideration, has unanimously: (i) determined that the merger agreement and the merger are advisable and in the best interests of BrightPoint and its shareholders, (ii) adopted, approved and declared advisable the execution, delivery and performance of the merger agreement and the merger, (iii) recommended that our shareholders vote **FOR** approval of the merger agreement, (iv) recommended that our shareholders vote **FOR** the non-binding compensation proposal, and (v) recommended that the our shareholders vote **FOR** the approval of any proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies in the event that there are not sufficient votes in favor of approval of the merger agreement at the time of the special meeting.

In considering the recommendation of our Board of Directors, you should be aware that the directors and executive officers of BrightPoint have certain other interests in the merger that are different from, and in addition to, the interests of our shareholders generally. This proxy statement includes additional information regarding interests of directors and executive officers of BrightPoint that are different from, and in addition to, the interests of our shareholders generally.

For a discussion of the material factors considered by our Board of Directors in reaching their conclusions, see The Merger Reasons for the Merger; Recommendation of Our Board of Directors beginning on page 32.

Opinion of Blackstone Advisory Partners L.P. (Page 36)

In connection with the merger, our Board of Directors received a written opinion, dated June 29, 2012, from Blackstone Advisory Partners L.P., or Blackstone, as independent financial advisor to the Company selected by our Board of Directors, that, as of the date of such opinion, and based upon and subject to the various assumptions, considerations, qualifications and limitations set forth in such opinion, the consideration to be received by holders of shares of BrightPoint common stock pursuant to the merger agreement was fair from a financial point of view to such holders. The full text of such written opinion of Blackstone, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached to this proxy statement as **Appendix B** and is incorporated by reference in its entirety in this proxy statement. We encourage you to read this opinion carefully and in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken. **Blackstone s opinion is directed to our Board of Directors for its benefit and use in connection with and for the purpose of its evaluation of the fairness, from a financial point of view, of the consideration to be received by the holders of shares of BrightPoint common stock pursuant to the merger agreement. Blackstone s opinion addresses only the fairness from a financial point of view of the consideration to be received by the holders of BrightPoint common stock pursuant to the merger agreement, does not address any other aspect of the merger and does not constitute a recommendation to any shareholder as to how to vote or act with respect to the merger.**

Other details of BrightPoint s arrangement with Blackstone are described under The Merger Opinion of Blackstone Advisory Partners L.P. beginning on page 36.

No Financing Condition

The merger agreement does not contain any financing-related closing condition. BrightPoint and Ingram Micro estimate that the total amount of funds expected to be paid in the merger with respect to our outstanding common stock and outstanding equity awards is approximately $653.8 million, and Ingram Micro has represented in the merger agreement that it will have sufficient cash and available lines of credit or other sources of sufficient and immediately available funds to enable it to pay such amount at the effective time of the merger.

Interests of Our Directors and Executive Officers in the Merger (Page 49)

As of the close of business on August 14, 2012, the record date for the special meeting, our directors and executive officers beneficially owned and are entitled to vote, in the aggregate, 1,720,298 shares of our common stock, representing approximately 2.5% of our outstanding shares.

In considering the unanimous recommendation of our Board of Directors, you should be aware that our directors and executive officers have interests in the merger that are different from, and in addition to, your

interests as a shareholder and that may present actual or potential conflicts of interest. Our Board of Directors was aware of these interests and considered that these interests may be different from, and in addition to, the interests of our shareholders generally in approving the merger agreement and the merger, and in determining to recommend that our shareholders vote to approve the merger agreement. These interests include, among others:

- accelerated vesting of equity awards;
- the entry by certain of our executive officers into offer letters with respect to employment with Ingram Micro;
- possible receipt of payments for the liquidation of certain current and former executive officers benefits under their Agreements for Supplemental Executive Retirement Benefits if BrightPoint elects to terminate such plans, subject to executives consent;
- receipt of payments by executive officers under BrightPoint s 2012 Executive Cash Bonus Program; and
- continued indemnification and liability insurance coverage for our directors and officers following the closing of the merger.

For a discussion of these and other interests of our directors and executive officers, see The Merger Interests of BrightPoint s Directors and Executive Officers in the Merger beginning on page 49.

No Solicitation; Acquisition Proposals (Page 69)

The merger agreement provides that after the signing of the merger agreement, the Company and its representatives must not: (i) initiate, solicit or knowingly encourage any inquiries or the making of any proposal or offer that constitutes an acquisition proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations regarding, or provide any non-public information or data concerning the Company or its subsidiaries, or afford access to the business, properties, assets, books or records of the Company or any of its subsidiaries, to any person that has made or to the Company s knowledge is considering making or seeking to make any acquisition proposal, (iii) otherwise knowingly facilitate or encourage any effort or attempt to make an acquisition proposal, (iv) grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its subsidiaries or (v) enter into any agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or similar instrument relating to an acquisition proposal. The Company must also cease immediately and terminate any and all existing activities, discussions or negotiations, if any, with any person conducted prior to the date of the merger agreement with respect to any acquisition proposal, and must request any person (other than Ingram Micro) that has executed a confidentiality agreement within the 24-month period prior to the date of the merger agreement in connection with its consideration of any acquisition proposal to return or destroy all confidential information furnished to such person by or on behalf of the Company.

An acquisition proposal is defined in the merger agreement as any inquiry, proposal or offer from any person or group of persons other than Ingram Micro or one of its subsidiaries for (i) a merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving an acquisition of the Company (or any subsidiary or subsidiaries of the Company whose business constitutes 15% or more of the net revenues, net income or assets of the Company and its subsidiaries, taken as a whole), (ii) the acquisition in any manner, directly or indirectly, of over 15% of the equity securities or consolidated total assets of the Company and its subsidiaries, in each case other than the merger or (iii) a transaction or series of transactions which is similar in form, substance or purpose to any of the foregoing transactions, or any combination of the foregoing.

Notwithstanding the restrictions described above, at any time before the approval of the merger agreement by the Company s shareholders, if the Company receives a written, unsolicited acquisition proposal from any person, (i) the Company may provide non-public information and data concerning the Company and its subsidiaries in response to a request therefor by or on behalf of such person to such person, its advisors, lenders and/or potential divestiture counterparties, so long as the Company receives from such person an executed confidentiality agreement on customary terms, provided that the Company must promptly make available to Ingram Micro and Merger Sub any material non-public information concerning the Company or its subsidiaries that the Company made available to any person given such access which was not previously made available to Ingram Micro or Merger Sub (unless precluded by applicable law), (ii) the Company may engage or participate in any discussions or negotiations with such person, its advisors, lenders and/or potential divestiture counterparties and (iii) our Board of Directors may authorize, adopt, approve, recommend, or otherwise declare advisable or propose to authorize, adopt, approve, recommend or declare advisable (publicly or otherwise) such an acquisition proposal, if and only to the extent that:

the receipt of such acquisition proposal did not result from a breach of the merger agreement;

prior to providing any information to, or engaging in discussions or negotiations with, such person (as described above), our Board of Directors determines in good faith that failure to take such action would be inconsistent with the directors fiduciary duties under applicable law, and our Board of Directors has determined in good faith (after consultation with its outside legal counsel and the Company s financial advisor) that such acquisition proposal either constitutes a superior proposal or is reasonably expected to result in a superior proposal; and

before authorizing, adopting, approving, recommending or otherwise declaring advisable (or proposing to do any of the foregoing) such an acquisition proposal, our Board of Directors determines in good faith (after consultation with its outside legal counsel and the Company s financial advisor) that such acquisition proposal is a superior proposal.

A superior proposal is defined in the merger agreement as a bona fide, unsolicited written acquisition proposal for at least a majority of the outstanding common stock of the Company or all or substantially all of the consolidated assets of the Company and its subsidiaries that our Board of Directors has determined in its good faith judgment, after consultation with and considering the advice of its outside legal counsel and financial advisor, (i) is reasonably likely to be consummated in accordance with its terms, taking into account all legal, financial and regulatory aspects of the proposal and the person making the proposal, and (ii) if consummated, would result in a transaction superior to the Company than the transactions contemplated in the merger agreement (after giving effect to all of the adjustments which may be offered by Ingram Micro and Merger Sub and taking into account break-up fees, expense reimbursement provisions and conditions to consummation).

In connection with the foregoing, the Company has agreed that it will promptly notify Ingram Micro if any proposals or offers with respect to an acquisition proposal are received by, any non-public information is requested from, or any discussions or negotiations are sought to be initiated or continued with, it or any of its representatives indicating, in connection with such notice, the material terms and conditions of any proposals or offers and the status of any such discussions or negotiations. In addition, before authorizing, adopting, approving, recommending or otherwise declaring advisable (or proposing to do any of the foregoing) an acquisition proposal, (i) the Company has agreed to provide notice to Ingram Micro that the Company intends to take such action, (ii) during the 48-hour period following Ingram Micro s receipt of such notice, the Company must negotiate with Ingram Micro in good faith to make such adjustments in the terms and conditions of the merger agreement so that such superior proposal ceases to constitute a superior proposal and (iii) at the end of such 48-hour period Ingram Micro must not have made a written offer of changes to the merger agreement, in response to such notice or otherwise, that would cause the transactions contemplated by the merger agreement to be at least as favorable to the Company as the superior proposal.

Our Board of Directors has also agreed in the merger agreement that, (i) except in compliance with its or the Company s obligations under the Securities Exchange Act of 1934, as amended (the Exchange Act) or following the termination of the merger agreement (and payment of a termination fee) pursuant to the entry by the Company into any acquisition agreement, merger agreement or similar definitive agreement (other than a confidentiality agreement) (any such agreement, an alternative acquisition agreement), it will not withhold, withdraw, qualify or modify, in a manner adverse to Ingram Micro, its recommendation that the Company s shareholders approve the merger agreement and (ii) except in connection with the termination by the Company of the merger agreement and payment to Ingram Micro of the termination fee (as described below), it will not cause or permit the Company to enter into any alternative acquisition agreement relating to any acquisition proposal.

Notwithstanding the foregoing, each of the Company and our Board of Directors may (i) comply with its disclosure obligations under applicable law with regard to an acquisition proposal, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act (or any similar communication to shareholders), in each case so long as any action taken or statement made to so comply is consistent with the foregoing requirements, and provided that in the case of any such action that is taken or statement made that relates to an acquisition proposal, our Board of Directors must, upon written request by Ingram Micro, publicly reaffirm its recommendation that the Company s shareholders approve the merger agreement within three business days of such request or (ii) make any stop-look-and-listen communication to the shareholders of the Company pursuant to Rule 14d-9(f) promulgated under the Exchange Act (or any similar communications to the shareholders of the Company).

Conditions to the Closing of the Merger (Page 72)

Mutual Closing Conditions

The merger agreement provides that the obligations of the Company, Ingram Micro and Merger Sub to effect the merger are subject to the satisfaction at or before the effective time of the merger of the following conditions:

- the approval of the merger agreement by the Company s shareholders;
- the expiration or termination of any applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other applicable antitrust law other than Article 4 of Council Regulation 139/2004 of the European Union, as amended (the EU Merger Regulation), and the receipt by Ingram Micro and the Company of a decision under Article 6(1)(b), 8(1) or 8(2) of the EU Merger Regulation declaring the merger compatible with the EU Internal Market; and
- as of the closing of the merger, no court or other governmental entity of competent jurisdiction has enacted, issued, promulgated, enforced or entered any order, injunction, ruling or applicable law that is in effect and restrains, enjoins or otherwise prohibits consummation of the merger.

Additional Closing Conditions for the Benefit of Ingram Micro and Merger Sub

The merger agreement provides that the obligations of Ingram Micro and Merger Sub to effect the merger are subject to the satisfaction at or before the effective time of the merger of the following additional conditions:

- the representations and warranties of the Company with respect to its capitalization and ownership of its subsidiaries must be true and correct in all respects other than *de minimis* inaccuracies, both as of the date of the merger agreement and as of the closing date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of such earlier date);
- the representation and warranty of the Company that, since the date its most recent financial statements were filed with the Securities and Exchange Commission, there has not been any change, event or

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occurrence that has had a material adverse effect must be true and correct in all respects, both as of the date of the merger agreement and as of the closing date of the merger as though made on and as of such date and time;

the other representations and warranties of the Company set forth in the merger agreement (disregarding all materiality and material adverse effect qualifications contained therein) must be true and correct as of the date of the merger agreement and as of the closing date of the merger as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of such earlier date), with, in the case of this closing condition only, only such exceptions as have not had, individually or in the aggregate, a material adverse effect (as defined in the merger agreement; see Terms of the Merger Agreement Representations and Warranties beginning on page 65);

the Company has performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to the closing date of the merger;

there is no action or proceeding by any governmental entity:

challenging or seeking to make illegal, to delay materially or otherwise directly or indirectly to restrain or prohibit the consummation of the merger or seeking to obtain material damages relating to the transactions contemplated by the merger,

seeking to restrain or prohibit Ingram Micro s, Merger Sub s or any of Ingram Micro s other affiliates (i) ability effectively to exercise full rights of ownership of the Company s common stock, including the right to vote any shares of such common stock acquired or owned by Ingram Micro, Merger Sub or any of Ingram Micro s other affiliates following the effective time of the merger on all matters properly presented to the Company s shareholders or (ii) ownership or operation (of that of its respective subsidiaries or affiliates) of all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of Ingram Micro and its subsidiaries, taken as a whole, or

seeking to compel Ingram Micro or any of its subsidiaries or affiliates to dispose of or hold separate all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of Ingram Micro and its subsidiaries, taken as a whole,

other than, in each case, any action or proceeding that seeks to force Ingram Micro to undertake a divestiture below the percentage to which it agreed in the merger agreement and that does not seek any remedy to which Ingram Micro would not be obligated to agree pursuant to the terms of the merger agreement; and

certain employees of the Company and its subsidiaries must have executed offer letters with Ingram Micro upon terms and conditions substantially similar to letters which have previously been provided to each such person, and none of such employees have (i) ceased to be employed by the Company and its subsidiaries, except as a result of such employee s death or disability such that such person can no longer perform his duties at work or (ii) expressed in writing an intention to terminate their employment with the Company and its subsidiaries or to decline to accept employment with Ingram Micro.

Additional Closing Conditions for the Benefit of the Company

The merger agreement provides that the obligation of the Company to effect the merger is subject to the satisfaction or waiver at or before the effective time of the merger of the following additional conditions:

the representations and warranties of Ingram Micro and Merger Sub set forth in the merger agreement (disregarding all materiality and parent material adverse effect (as defined in the merger agreement; see Terms of the Merger Agreement Representations and Warranties beginning on page 65) qualifications contained therein) must be true and correct, both as of the date of the merger

agreement

and as of the closing date of the merger as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of such earlier date), with only such exceptions as have not had, individually or in the aggregate, a parent material adverse effect; and

each of Ingram Micro and Merger Sub has performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to the closing date of the merger.

Merger Agreement Termination Provisions; Termination Fee (Pages 74-75)

The merger agreement may be terminated by mutual written consent of Ingram Micro and the Company (by action of their respective boards of directors) at any time before the effective time of the merger.

The merger agreement may also be terminated by either Ingram Micro or the Company (by action of their respective boards of directors) at any time before the effective time of the merger if:

the merger has not been consummated by March 31, 2013, whether such date is before or after the date on which the Company s shareholders approve the merger agreement;

the shareholders meeting has been held and completed and the Company s shareholders did not approve the merger agreement at such meeting or at any adjournment or postponement thereof; or

any order permanently restraining, enjoining or otherwise prohibiting consummation of the merger has become final and non-appealable (whether before or after the Company s shareholders have approved the merger agreement),

provided that the right to terminate the merger agreement for any of the foregoing three reasons will not be available to any party that has breached in any material respect its obligations under the merger agreement in any manner that has been the direct, principal and proximate cause of the failure to consummate the merger.

The merger agreement may also be terminated by written notice of the Company:

at any time prior to the time the Company s shareholders approve the merger agreement, if: (i) our Board of Directors authorizes the Company, subject to complying with the terms of the merger agreement, to enter into an alternative acquisition agreement with respect to a superior proposal; (ii) the Company has complied with its obligations to give Ingram Micro the chance to match the terms of such superior proposal; (iii) immediately prior to or substantially concurrently with the termination of the merger agreement the Company enters into an alternative acquisition agreement with respect to a superior proposal; and (iv) the Company immediately prior to or substantially concurrently with such termination pays to Ingram Micro in immediately available funds any fees required to be paid pursuant to the termination fee covenant (as described below);

if there has been a breach of any representation, warranty, covenant or agreement made by Ingram Micro or Merger Sub in the merger agreement, or any such representation and warranty has become untrue after the date of the merger agreement, such that the Company s closing conditions would not be satisfied and such breach or condition is not curable or, if curable, is not cured prior to the earlier of (i) thirty calendar days after written notice thereof is given by the Company to Ingram Micro or (ii) two business days prior to March 31, 2013 (provided that the Company is not then in material breach of the merger agreement so as to cause any of Ingram Micro s closing conditions not to be capable of being satisfied); or

if (i) all of Ingram Micro s and the mutual closing conditions have been and continue to be satisfied (other than those conditions that by their nature cannot be satisfied other than at the closing of the merger), (ii) the Company has notified Ingram Micro in writing that as of the date of such notice all of the Company s conditions have either been satisfied or waived by the Company and that it is ready,

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willing and able to consummate the closing of the merger and (iii) Ingram Micro and Merger Sub fail to consummate the transactions contemplated thereby within five (5) business days of the date the closing of the merger should have occurred.

The merger agreement may also be terminated by written notice of Ingram Micro at any time before the effective time of the merger if:

Our Board of Directors has changed its recommendation that the Company s shareholders approve the merger or there has otherwise been an intentional and material breach of the Company s non-solicitation covenant, and in the case of a breach other than with respect to our Board of Director s recommendation that the Company s shareholders approve the merger agreement, that if capable of being cured has not been cured within three business days of the occurrence thereof; or

there has been a breach of any representation, warranty, covenant or agreement made by the Company in the merger agreement, or any such representation and warranty has become untrue after the date of the merger agreement, such that Ingram Micro s and the mutual closing conditions would not be satisfied and such breach cannot be or is not cured prior to the earlier of (i) thirty (30) calendar days after written notice thereof is given by Ingram Micro to the Company or (ii) two business days prior to March 31, 2013 (provided that that Ingram Micro is not then in material breach of the merger agreement so as to cause any of the Company s closing conditions not to be capable of being satisfied).

If the merger agreement is terminated and the merger is abandoned, the merger agreement will become void and of no effect with no liability to any person on the part of any party thereto (provided that (i) except as otherwise provided therein and subject to the Company s obligation to pay Ingram Micro s fees and expenses in the event it has to sue the Company to obtain payment of the termination fee, no such termination will relieve any party thereto of any liability for damages to the other party thereto resulting from knowing and intentional material breach of the merger agreement and (ii) the confidentiality agreement entered into by the Company and Ingram Micro and the general provisions of the merger agreement and those provisions addressing payment (and remedies for non-payment) of the termination fee will survive the termination of the merger agreement).

The Company has agreed in the merger agreement to pay Ingram Micro a fee of $26 million within the time period indicated below if any of the following events occurs:

(i) before obtaining the approval of the merger agreement by the Company s shareholders, the merger agreement is terminated by either the Company or Ingram Micro because the merger has not been consummated by March 31, 2013 or because the shareholders meeting has been held and approval of the merger agreement by the Company s shareholders was not obtained, (ii) any person has made and publicly disclosed a bona fide acquisition proposal after the date of the merger agreement but prior to such termination, and such acquisition proposal has not been publicly withdrawn prior to such termination or, with respect to a termination because the shareholders meeting has been held and approval of the merger agreement by the Company s shareholders was not obtained, prior to the shareholders meeting and (iii) within twelve (12) months of such termination the Company has entered into a definitive agreement with respect to such acquisition proposal and such acquisition proposal is consummated (provided that for purposes of this section (iii) the references to 15% in the definition of acquisition proposal will be deemed to be references to 50%) (the Company must pay the fee within four business days after the date on which the Company consummates the acquisition proposal);

(ii) the merger agreement is terminated by Ingram Micro due to an uncured change of recommendation by our Board of Directors or the intentional and material breach of the Company s non-solicitation obligations (the Company must pay the fee within four business days after such termination); or

(iii) the merger agreement is terminated by the Company because the Company enters into an alternative acquisition agreement (the Company must pay the fee immediately prior to or substantially concurrently with such termination).

If the Company fails to pay the termination fee described above when such fee is due, the Company has agreed to pay any costs and expenses (including attorneys fees) incurred by Ingram Micro in connection with the collection of such overdue amount and the enforcement of Ingram Micro s right to receive payment of such fees. In addition, the Company has agreed that the unpaid termination fee will accrue interest at the prime rate of Citibank N.A. in effect on the date such payment was required to be made through the date of payment.

U.S. Tax Considerations for BrightPoint s Shareholders (Page 59)

Generally, the merger will be taxable to our shareholders who are U.S. persons for U.S. federal income tax purposes. A holder of BrightPoint common stock receiving cash in the merger that is a U.S. person generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount of cash received and the holder s adjusted tax basis in our common stock surrendered. You should consult your own tax advisor for a full understanding of how the merger will affect your particular tax consequences.

Dissenters Rights (Page 61)

Under Indiana law, holders of BrightPoint common stock will not be entitled to dissenters rights in connection with the merger because BrightPoint s common stock is traded on the NASDAQ Global Select Market.

Litigation Related to the Merger (Page 61)

Subsequent to the announcement of the proposed merger on July 2, 2012, four plaintiffs filed putative class action complaints against, among others, BrightPoint and its directors, and, in the case of three such actions, Ingram Micro and Merger Sub, in each case in state court in Indiana. The suits alleged, generally, that BrightPoint s directors breached their fiduciary duties. Certain plaintiffs also alleged that Ingram Micro, Merger Sub and/or BrightPoint aided and abetted the other defendants purported breaches of their fiduciary duties. In July 2012, BrightPoint received notice that each of these plaintiffs gave notice of voluntary dismissal of the putative class action complaints.

BrightPoint has received notice of the filing of two putative class action complaints commenced in the District Court for the Southern District of Indiana. In the first action, the plaintiff sued BrightPoint, its directors, Ingram Micro and Merger Sub for alleged violations of Sections 14 and 20 of the Securities Exchange Act of 1934, based on alleged omission of certain information contained in the preliminary filing of this proxy statement. In the second action, two plaintiffs sued BrightPoint and its directors alleging the same federal securities claims and asserting that BrightPoint s directors breached their fiduciary duties by, among other things, purportedly failing to conduct a fair process for the sale of BrightPoint and accepting a purchase price that was too low. These plaintiffs also allege that BrightPoint aided and abetted the directors purported breaches of their fiduciary duties. The plaintiffs in both putative class actions seek, among other things, monetary damages, injunctive relief (including enjoining the merger) and attorneys and other fees and expenses. On August 10, 2012, BrightPoint moved to dismiss the first action described above for failure to state a claim under the federal securities laws.

BrightPoint has also received a letter on behalf of a BrightPoint shareholder that requests BrightPoint incorporate certain disclosures relating to the merger into the definitive proxy statement.

One of the conditions to the closing of the merger is that no court or other governmental entity of competent jurisdiction has enacted, issued, promulgated, enforced or entered any order, injunction or ruling restraining, enjoining or otherwise prohibiting the consummation of the merger. As such, if the plaintiffs in the actions discussed above are successful in obtaining an injunction prohibiting the defendants from completing the merger on the agreed-upon terms, then such injunction may prevent the merger from becoming effective, or from becoming effective within the expected timeframe.

QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING AND THE MERGER

The following questions and answers are intended to briefly address some commonly asked questions regarding procedural matters relating to the merger, the merger agreement and the special meeting. These questions and answers may not address all questions that may be important to you as a holder of BrightPoint common stock. Please refer to the foregoing Summary and the more detailed information contained elsewhere in this proxy statement, the appendices to this proxy statement and the documents referred to or incorporated by reference in this proxy statement, which you should read carefully. See Where Shareholders Can Find More Information beginning on page 87.

Q: Why am I receiving these materials?

A: Ingram Micro and BrightPoint have agreed to a merger, pursuant to which BrightPoint will become a wholly-owned subsidiary of Ingram Micro and will no longer be a publicly-held corporation. A copy of the merger agreement is attached to this proxy statement as **Appendix A** . BrightPoint s shareholders must vote to approve the merger agreement before the merger can be consummated, and BrightPoint is holding a special meeting of its shareholders to enable them to vote on the approval of the merger agreement.

You are receiving this proxy statement because you own shares of BrightPoint s common stock. This proxy statement contains important information about the proposed transaction and the special meeting, and you should read it carefully. The enclosed proxy statement allows you to vote your shares of BrightPoint s common stock without attending the special meeting in person.

Q: What will I receive in the merger?