

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OF
THE SECURITIES EXCHANGE ACT OF 1934

For Quarter Ended March 31, 1997 Commission File Number 1-4858

INTERNATIONAL FLAVORS & FRAGRANCES INC.

(Exact Name of Registrant as specified in its charter)

NEW YORK

13-1432060

(State or other jurisdiction of incorporation
or organization)

(IRS Employer
identification No.)

521 WEST 57TH STREET, NEW YORK, N.Y.

10019-2960

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (212) 765-5500

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Sections 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding twelve 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

Number of shares outstanding as of May 12, 1997: 109,119,265

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

INTERNATIONAL FLAVORS & FRAGRANCES INC.

CONSOLIDATED BALANCE SHEET
(Dollars in thousands)

	3/31/97	12/31/96
Assets		
Current Assets:		
Cash & Cash Equivalents	\$ 207,255	\$ 261,370
Short-term Investments	54,136	56,613
Trade Receivables	290,154	253,484
Allowance For Doubtful Accounts	(7,716)	(8,733)
Inventories: Raw Materials	213,758	211,124
Work in Process	18,541	24,644
Finished Goods	125,853	133,310
Total Inventories	358,152	369,078

Other Current Assets	74,925	74,544
Total Current Assets	976,906	1,006,356
Property, Plant & Equipment, At Cost	853,575	878,224
Accumulated Depreciation	(400,177)	(410,427)
Other Assets	453,398	467,797
	33,480	32,760
Total Assets	\$1,463,784	\$1,506,913
	=====	=====
Liabilities and Shareholders' Equity		
Current Liabilities:		
Bank Loans	\$ 18,282	\$ 18,929
Accounts Payable-Trade	62,052	57,681
Dividends Payable	39,393	39,628
Income Taxes	70,635	56,832
Other Current Liabilities	94,679	107,394
Total Current Liabilities	285,041	280,464
	-----	-----
Other Liabilities:		
Deferred Income Taxes	16,914	16,941
Long-term Debt	6,977	8,289
Retirement and Other Liabilities	125,206	124,682
Total Other Liabilities	149,097	149,912
	-----	-----
Shareholders' Equity:		
Common Stock (115,761,840 shares issued in '97 and in '96)	14,470	14,470
Capital in Excess of Par Value	138,694	138,480
Restricted Stock	(10,688)	--
Retained Earnings	1,130,423	1,106,572
Cumulative Translation Adjustment	17,428	47,555
	1,290,327	1,307,077
Treasury Stock, at cost -- 6,418,087 shares in '97 and 5,790,323 in '96	(260,681)	(230,540)
Total Shareholders' Equity	1,029,646	1,076,537
Total Liabilities and Shareholders' Equity	\$1,463,784	\$1,506,913
	=====	=====

See Notes to Consolidated Financial Statements

INTERNATIONAL FLAVORS & FRAGRANCES INC.

CONSOLIDATED STATEMENT OF INCOME
(DOLLARS IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

	3 Months Ended 3/31	
	1997	1996
Net Sales	\$382,813	\$382,767
Cost of Goods Sold	207,293	204,071
Research and Development Expenses	23,573	22,949
Selling and Administrative Expenses	56,330	55,321
Interest Expense	559	546
Other (Income) Expense, Net	(4,071)	(4,414)
	-----	-----
	283,684	278,473
	-----	-----
Income Before Taxes on Income	99,129	104,294
Taxes on Income	35,885	38,130
	-----	-----
Net Income	\$ 63,244	\$ 66,164
	=====	=====
Earnings Per Share	\$0.58	\$0.60
Average Number of Shares Outstanding (000's)	109,704	111,000
Dividends Paid Per Share	\$0.36	\$0.34

See Notes to Consolidated Financial Statements

INTERNATIONAL FLAVORS & FRAGRANCES INC.

CONSOLIDATED STATEMENT OF CASH FLOWS
(DOLLARS IN THOUSANDS)

	3 Months Ended 3/31	
	1997	1996
	-----	-----
Cash Flows From Operating Activities:		
Net Income	\$ 63,244	\$ 66,164
Adjustments to Reconcile to Net Cash Provided by Operations:		
Depreciation	12,296	11,660
Deferred Income Taxes	376	7,301
Changes in Assets and Liabilities:		
Current Receivables	(47,100)	(42,780)
Inventories	1,491	10,179
Current Payables	11,024	(5,168)
Other, Net	1,504	(341)
	-----	-----
Net Cash Provided by Operations	42,835	47,015
	-----	-----
Cash Flows From Investing Activities:		
Proceeds From Sales/Maturities of Short-term Investments	3,037	2,033
Purchases of Short-term Investments	(1,746)	(12,336)
Additions to Property, Plant & Equipment, Net of Minor Disposals	(9,620)	(20,915)
	-----	-----
Net Cash Used in Investing Activities	(8,329)	(31,218)
	-----	-----
Cash Flows From Financing Activities:		
Cash Dividends Paid to Shareholders	(39,628)	(37,749)
(Decrease) Increase in Bank Loans	(171)	2,986
Decrease in Long-term Debt	(884)	(998)
Proceeds From Issuance of Stock Under Stock Option Plans	4,588	2,987
Purchase of Treasury Stock	(45,880)	(96)
	-----	-----
Net Cash Used In Financing Activities	(81,975)	(32,870)
	-----	-----
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(6,646)	(4,111)
	-----	-----
Net Change in Cash and Cash Equivalents	(54,115)	(21,184)
Cash and Cash Equivalents at Beginning of Year	261,370	251,430
	-----	-----
Cash and Cash Equivalents at End of Period	\$ 207,255	\$ 230,246
	=====	=====
Interest Paid	\$ 533	\$ 572
Income Taxes Paid	\$ 17,555	\$ 23,279

See Notes to Consolidated Financial Statements

Notes to Consolidated Financial Statements

These interim statements and management's related discussion and analysis should be read in conjunction with the consolidated financial statements and their related notes, and management's discussion and analysis of results of operations and financial condition included in the Company's 1996 Annual Report to Shareholders. In the opinion of the Company's management, all normal recurring adjustments necessary for a fair statement of the results for the interim periods have been made.

In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128 (FAS 128), Earnings per Share, which is effective for both interim and annual periods ending after December 15, 1997. FAS 128 simplifies the rules of computing earnings per share and prescribes that companies present basic and diluted earnings per share amounts, as defined, on the face of the income statement. The Company is studying the implications of FAS 128 but does not believe the impact on earnings per share will be material.

Effective January 1, 1997, the Company adopted Statement of Position 96-1 (SOP 96-1), Accounting for Environmental Remediation Liabilities issued by the American Institute of Certified Public Accountants. SOP 96-1 establishes guidance for when environmental liabilities should be recorded and the factors to be considered in determining amounts recognized. The effect of adopting this standard was not material to the Company.

As described in Note 2 of the Notes to the Consolidated Financial Statements included in the Company's 1996 Annual Report to Shareholders, the Company undertook a program to expand and streamline its aroma chemical production facilities during 1996. The aroma chemical streamlining resulted in a nonrecurring pretax charge to second quarter 1996 earnings of \$49,707,000 (\$31,315,000 after tax or \$.29 per share). At December 31, 1996, the remaining balance in the reserve was as follows:

Employee related	\$10,069,000
Closing manufacturing plants	32,632,000

Total	\$42,701,000
	=====

Utilization of the reserve since December 31, 1996 has not been material.

In connection with an employment contract, the Company made a restricted stock award effective January 1, 1997. The restrictions generally relate to continuous employment and expire over a five year period from the date of grant. Compensation expense is recognized over the restricted period.

Item 2. Management's Discussion and Analysis of Results of Operations and Financial Condition

Operations

Worldwide net sales for the first quarter of 1997 were \$382,813,000, compared to \$382,767,000 in the 1996 first quarter. Sales in the first quarter of 1997 were affected by the translation of local currency sales gains into the stronger U.S. dollar. If the dollar exchange rate had remained the same during these periods, worldwide sales would have increased approximately 5% over the sales reported in the first

quarter of last year. Local sales increases were achieved in all geographic areas, and were particularly strong in Western Europe in both flavor and fragrance products. Sales, margins and earnings are also being affected by highly competitive conditions for aroma chemicals, which have caused the Company to lower prices for certain aroma chemicals.

Net income for the first quarter of 1997 totaled \$63,244,000 compared to \$66,164,000 in the prior year first quarter. Earnings per share for the quarter were \$.58, as compared to \$.60 in the prior year quarter. Net income per share in 1997, also affected by the stronger U.S. dollar, was slightly below the first quarter of 1996.

The percentage relationship of cost of goods sold and other operating expenses to sales for the first quarter 1997 and 1996 are detailed below.

	First Quarter	
	1997	1996
Cost of Goods Sold	54.1%	53.3%
Research and Development Expense	6.2%	6.0%
Selling and Administrative Expense	14.7%	14.5%

As described in Note 2 of the Notes to the Consolidated Financial Statements included in the Company's 1996 Annual Report to Shareholders, the Company undertook a program to expand and streamline its aroma chemical production facilities during 1996. The aroma chemical streamlining resulted in a nonrecurring pretax charge to second quarter 1996 earnings of \$49,707,000 (\$31,315,000 after tax or \$.29 per share). At December 31, 1996, the remaining balance in the reserve was as follows:

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Closing manufacturing plants	32,632,000
Total	\$42,701,000
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Financial Condition

The financial condition of the Company continued to be strong. Cash, cash equivalents and short-term investments totaled \$261,391,000 at March 31, 1997. At March 31, 1997, working capital was \$691,865,000 compared to \$725,892,000 at December 31, 1996. Gross additions to property, plant and equipment during the first quarter of 1997 were \$9,717,000. In September 1996, the Company announced a plan to repurchase up to an additional 7.5 million shares of its common stock. An existing program to repurchase 7.5 million shares, which has been in effect since 1992, was completed in the first quarter of 1997. Repurchases will be made from time to time on the open market or through private transactions as market and business conditions warrant. The repurchased shares will be available for use in connection with the Company's employee benefit plans and for other general corporate purposes.

In January 1997, the Company's cash dividend was increased 5.9% to an annual rate of \$1.44 per share, and \$.36 per share was paid to shareholders in the first quarter of 1997. The Company anticipates that

its growth, capital expenditure programs and share repurchase programs will be funded from internal sources.

The cumulative translation adjustment component of Shareholders' Equity at March 31, 1997 was \$17,428,000 compared to \$47,555,000 at December 31, 1996. Changes in the component result from translating the net assets of the majority of the Company's foreign subsidiaries into U.S. dollars at current exchange rates as required by the Statement of Financial Accounting Standards No. 52 on accounting for foreign currency translation.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

Number -----	Description -----
4(a)	Shareholder Protection Rights Agreement dated as of February 20, 1990 between Registrant and The Bank of New York, as Rights Agent.
4(b)	Amendment No.1 dated as of April 6, 1990 to Shareholder Protection Rights Agreement.
4(d)	Specimen certificates of Registrant's Common Stock bearing legend notifying of Shareholder Protection Rights Agreement.
10(a)	Agreement dated as of January 1, 1997 between Registrant and Eugene P. Grisanti, Chairman and President of Registrant.
10(b)	Form of Executive Severance Agreement approved by Registrant's Board of Directors on February 14, 1989.
10(c)	Registrant's Executive Death Benefit Plan effective July 1, 1990.
10(d)	Supplemental Retirement Investment Plan adopted by Registrant's Board of Directors on November 14, 1989.
10(e)	Supplemental Retirement Plan adopted by Board of Directors on October 29, 1986.
10(h)	Stock Option Plan for Non-Employee Directors.
10(i)	Registrant's Directors' Deferred Compensation Plan adopted by Registrant's Board of Directors on September 15, 1981.
27	Financial Data Schedule (EDGAR version only).

(b) Reports on Form 8-K

Registrant filed no report on Form 8-K during the quarter for which this report on Form 10-Q is filed.

SIGNATURES

Pursuant to the requirements 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.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

Dated: May 14, 1997

By: /s/ THOMAS H. HOPPEL

Thomas H. Hoppel, Vice-President and Chief
Financial Officer

Dated: May 14, 1997

By: /s/ STEPHEN A. BLOCK

Stephen A. Block, Vice-President Law and
Secretary

EXHIBIT INDEX

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SHAREHOLDER PROTECTION RIGHTS AGREEMENT

dated as of

February 20, 1990

between

INTERNATIONAL FLAVORS & FRAGRANCES INC.

and

THE BANK OF NEW YORK,

as Rights Agent

SHAREHOLDER PROTECTION RIGHTS AGREEMENT

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EXHIBITS

Exhibit A	Form of Rights Certificate (Together with Form of Election to Exercise)
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SHAREHOLDER PROTECTION RIGHTS AGREEMENT

SHAREHOLDER PROTECTION RIGHTS AGREEMENT (this "Agreement"), dated as of February 20, 1990, between International Flavors & Fragrances Inc., a New York corporation (the "Company"), and The Bank of New York, a New York banking corporation, as Rights Agent (the "Rights Agent", which term shall include any successor Rights Agent hereunder).

WHEREAS, the Board of Directors of the Company has (a) authorized and declared a dividend of one right ("Right") in respect of each share of Common Stock (as hereinafter defined) held of record as of the close of business on February 28, 1990 (the "Record Time") and (b) authorized the issuance of one Right in respect of each share of Common Stock issued after the Record Time and prior to the Separation Time (as hereinafter defined);

WHEREAS, each Right entitles the holder thereof, after the Separation Time, to purchase securities of the Company (or, in certain cases, of certain other entities) pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, the Company desires to appoint the Rights Agent to act on behalf of the Company, and the Rights Agent is willing so to act, in connection with the issuance, transfer, exchange and replacement of Rights Certificates

(as hereinafter defined), the exercise of Rights and other matters referred to herein;

NOW THEREFORE, in consideration of the premises and the respective agreements set forth herein, the parties hereby agree as follows:

Article I--Certain Definitions

1.1 Certain Definitions. For purposes of this Agreement, the following terms have the meanings indicated:

"Acquiring Person" shall mean any Person who is a Beneficial Owner of 20% or more of the outstanding shares of voting stock of the Company; provided, however, that the term "Acquiring Person" shall not include any Person who is the Beneficial Owner of outstanding shares of voting stock of the Company on the date of this Agreement (an "Existing Shareholder"), including any group that may be formed which is comprised solely of Existing Shareholders, until such time hereafter as any such Existing Shareholder shall become the Beneficial Owner (other than by means of a stock dividend, stock split, gift or inheritance) by purchase of any additional shares of voting stock; and provided further that the term "Acquiring Person" shall not include any Person who shall become the Beneficial Owner of 20% or more of the outstanding shares of voting stock of the Company solely as a result of an acquisition by the Company of shares of voting stock, until such time thereafter as such Person shall become the Beneficial Owner (other than by

means of a stock dividend or stock split) of any additional shares of voting stock.

"Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 under the Securities Exchange Act of 1934, as such Rule is in effect on the date of this Agreement.

A Person shall be deemed the "Beneficial Owner", and to have "Beneficial Ownership" of, and to "Beneficially Own", any securities as to which such Person or any of such Person's Affiliates or Associates is or may be deemed to be the beneficial owner pursuant to Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as such Rules are in effect on the date of this Agreement, as well as any securities as to which such Person or any of such Person's Affiliates or Associates has the right to become Beneficial Owner (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights (other than the Rights), warrants or options, or otherwise; provided, however, that a Person shall not be deemed the "Beneficial Owner", or to have "Beneficial Ownership" of, or to "Beneficially Own", any security (i) solely because such security has been tendered pursuant to a tender or exchange offer made by such Person or any of such Person's Affiliates or Associates until such tendered security is accepted for payment or exchange,

(ii) solely because such Person or any of such Person's Affiliates or Associates has or shares the power to vote or direct the voting of such security pursuant to a revocable proxy given in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Securities Exchange Act of 1934, except if such power (or the arrangements relating thereto) is then reportable under Item 6 of Schedule 13D under the Securities Exchange Act of 1934 (or any similar provision of a comparable or successor report), (iii) solely because of the grant by the Company to such Person, in connection with the execution of an agreement to acquire the Company, of options to acquire such security or (iv) held for or pursuant to the terms of any employee stock ownership or other employee benefit plan of the Company or a majority-owned Subsidiary of the Company. For purposes of this Agreement, in determining the percentage of the outstanding shares of Common Stock with respect to which a Person is the Beneficial Owner, all shares as to which such Person is deemed the Beneficial Owner shall be deemed outstanding.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in The City of New York are generally authorized or obligated by law or executive order to close.

"Close of business" on any given date shall mean the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the offices of the transfer agent for the Common Stock (or, after the Separation Time, the offices of the Rights Agent if the Rights Agent is different than the transfer agent for the Common Stock) are closed to the public.

"Common Stock" shall mean the shares of Common Stock, par value \$0.12 1/2, of the Company.

"Exchange Time" shall mean the time at which the right to exercise the Rights shall terminate pursuant to Section 3.1(c) hereof.

"Exercise Price" shall mean, as of any date, the price at which a holder may purchase the securities issuable upon exercise of one whole Right. Until adjustment thereof in accordance with the terms hereof, the Exercise Price shall equal \$200.00.

"Expiration Time" shall mean the earliest of (i) the Exchange Time, (ii) the Redemption Time and (iii) the close of business on the tenth-year anniversary of the date hereof.

"Flip-in Date" shall mean the close of business on the tenth business day after any Stock Acquisition Date which is not the result of a Flip-over Transaction or Event, unless the Rights are previously redeemed.

"Flip-over Stock" of any Person shall mean the capital stock (or similar equity interest) with the greatest voting power in respect of the election of directors (or other persons similarly responsible for direction of the business and affairs) of such other Person or, if such other Person is a Subsidiary of another Person, the Person or Persons which ultimately controls such first-mentioned Person.

"Flip-over Transaction or Event" shall mean a transaction or series of transactions after the time when an Acquiring Person has become such in which, directly or indirectly, (A) the Company shall consolidate or merge with any other Person or (B) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer) assets (i) aggregating more than 50% of the assets (measured by either book value or fair market value) or (ii) generating more than 50% of the operating income or cash flow, of the Company and its Subsidiaries (taken as a whole) to any other Person (other than the Company or one or more of its wholly owned Subsidiaries) or to two or more such Persons which are Affiliates or Associates or otherwise acting in concert.

"Market Price" per share of any securities on any date shall mean the average of the daily closing prices per share of such securities (determined as described below) on each of the 20 consecutive Trading Days through and

including the Trading Day immediately preceding such date; provided, however, that if an event of a type analogous to any of the events described in Section 2.4 hereof shall have caused the closing prices used to determine the Market Price on any Trading Days during such period of 20 Trading Days not to be fully comparable with the closing price on such date, each such closing price so used shall be appropriately adjusted in order to make it fully comparable with the closing price on such date. The closing price per share of any securities on any date shall be the last reported sale price, regular way, or, in case no such sale takes place or is quoted on such date, the average of the closing bid and asked prices, regular way, for each share of such securities, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange, Inc. or, if the securities are not listed or admitted to trading on the New York Stock Exchange, Inc., as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the securities are listed or admitted to trading or, if the securities are not listed or admitted to trading on any national securities exchange, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or such other system then in use, or, if on any such date the securities

are not listed or admitted to trading on any national securities exchange or quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the securities selected by the Board of Directors of the Company; provided, however, that if on any such date the securities are not listed or admitted to trading on a national securities exchange or traded in the over-the-counter market, the closing price per share of such securities on such date shall mean the fair value per share of securities on such date as determined in good faith by the Board of Directors of the Company, after consultation with a nationally recognized investment banking firm, and set forth in a certificate delivered to the Rights Agent.

"Person" shall mean any individual, firm, partnership, association, group (as such term is used in Rule 13d-5 under the Securities Exchange Act of 1934, as such Rule is in effect on the date of this Agreement), corporation or other entity.

"Redemption Price" shall mean an amount (calculated to the nearest one one-hundredth of a cent) equal to \$0.01 per Right.

"Redemption Time" shall mean the time at which the right to exercise the Rights shall terminate pursuant to Section 5.1 hereof.

"Separation Time" shall mean the close of business on the earlier of (i) the tenth day (or such later date as the Board of Directors of the Company may from time to time fix by resolution adopted prior to the Separation Time that would otherwise have occurred) after the date on which any Person (other than the Company, a majority-owned Subsidiary of the Company or an employee stock ownership or other employee benefit plan of the Company or a majority-owned Subsidiary of the Company) commences a tender or exchange offer which, if consummated, would result in such Person's becoming an Acquiring Person and (ii) the Flip-in Date; provided, that if the foregoing results in the Separation Time being prior to the Record Time, the Separation Time shall be the Record Time, and provided further, that if any tender or exchange offer referred to in clause (i) of this definition is cancelled, terminated or otherwise withdrawn prior to the Separation Time, such offer shall be deemed, for purposes of this definition, never to have been made.

"Stock Acquisition Date" shall mean the first date of public announcement by the Company (by any means) or by an Acquiring Person (by means of filing a Schedule 13D under the Securities Exchange Act of 1934 (or any comparable or successor report or schedule) or an amendment thereto) that an Acquiring Person has become such.

"Subsidiary" of any specified Person shall mean any corporation or other entity of which a majority of the

voting power of the equity securities or a majority of the equity interest is Beneficially Owned directly or indirectly, by such Person.

"Trading Day", when used with respect to any securities, shall mean a day on which the New York Stock Exchange, Inc. is open for the transaction of business or, if such securities are not listed or admitted to trading on the New York Stock Exchange, Inc., a day on which the principal national securities exchange on which such securities are listed or admitted to trading is open for the transaction of business or, if such securities are not listed or admitted to trading on any national securities exchange, a Business Day.

Article II--The Rights

2.1 Summary of Rights. As soon as practicable after the Record Time, the Company will mail a letter to shareholders summarizing the terms of the Rights to each holder of record of Common Stock as of the Record Time, at such holder's address as shown by the records of the Company.

2.2 Legend on Common Stock Certificates. Certificates for the Common Stock issued after the Record Time but prior to the Separation Time shall evidence one Right for each share of Common Stock represented thereby and

shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

Until the Separation Time (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as such may be amended from time to time, the "Rights Agreement"), between International Flavors & Fragrances Inc. (the "Company") and The Bank of New York, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Company. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may be exchanged for shares of Common Stock or other securities or assets of the Company, may expire, may become void (if they are "Beneficially Owned" by an "Acquiring Person" or an "Affiliate" or "Associate" thereof, as such terms are defined in the Rights Agreement, or by any transferee of any of the foregoing) or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Company will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge within five days after the receipt of a written request therefor.

Certificates representing shares of Common Stock that are issued and outstanding at the Record Time shall evidence one Right for each share of Common Stock evidenced thereby notwithstanding the absence of the foregoing legend.

2.3 Exercise of Rights; Separation of Rights. (a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, after the Separation Time, to purchase, for the Exercise Price, one share of Common Stock.

(b) Until the Separation Time, (i) no Right may be exercised and (ii) each Right will be evidenced by the

certificate for the associated share of Common Stock (together, in the case of certificates issued prior to the Record Time, with the letter mailed to the record holder thereof pursuant to Section 2.1) and will be transferable only together with, and will be transferred by a transfer (whether with or without such letter) of, such associated share. Notwithstanding any other provision of this Agreement, any Rights held by the Company or any of its Subsidiaries, other than in a fiduciary capacity, shall be void.

(c) After the Separation Time and prior to the Expiration Time, the Rights (i) may be exercised and (ii) may be transferred independent of the Common Stock. Promptly following the Separation Time, and following receipt of notice of the Separation Time from the Company, the Rights Agent will, at the Company's expense, mail to each holder of record of Common Stock as of the Separation Time, at such holder's address as shown by the records of the Company (the Company hereby agreeing to furnish copies of such records to the Rights Agent for this purpose), (x) a certificate (a "Rights Certificate") in substantially the form of Exhibit A hereto appropriately completed, representing the number of Rights held by such holder at the Separation Time, in a machine printable format, and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent

with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any national securities exchange or quotation system on which the Rights may from time to time be listed or traded, or to conform to usage, and (y) a disclosure statement describing the Rights; provided, however, that the Company shall have no obligation to distribute Rights Certificates to any Acquiring Person or Affiliate or Associate of an Acquiring Person.

(d) Subject to Sections 2.3 and 5.10, Rights may be exercised on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights Agent the Rights Certificate evidencing such Rights with an Election to Exercise (an "Election to Exercise") substantially in the form attached to the Rights Certificate duly completed, accompanied by payment in cash, or by certified or official bank check or money order payable to the order of the Company, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for shares or depositary receipts (or both) in a name other than that of the holder of the Rights being exercised.

(e) Upon receipt of a Rights Certificate, with an Election to Exercise accompanied by payment as set forth in Section 2.3(d) above, and subject to Section 5.10, the Rights Agent will thereupon promptly (i)(A) requisition, as transfer agent or to the transfer agent of the Common Stock, stock certificates evidencing such number of shares or other securities to be purchased (the Company hereby irrevocably authorizing the Rights Agent, as transfer agent, and any other transfer agents, to comply with all such requisitions) and (B) if the Company elects pursuant to Section 5.5 hereof not to issue certificates representing fractional shares, requisition from the depository selected by the Company depository receipts representing the fractional shares to be purchased or requisition from the Company the amount of cash to be paid in lieu of fractional shares in accordance with Section 5.5 hereof and (ii) after receipt of such certificates, depository receipts and/or cash, deliver the same to or upon the order of the registered holder of such Rights Certificate, registered (in the case of certificates or depository receipts) in such name or names as may be designated by such holder.

(f) In case the holder of any Rights shall exercise less than all the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised will be issued by the Rights

Agent to such holder or to such holder's duly authorized assigns.

(g) The Company covenants and agrees that it will (i) cause to be kept available until the Expiration Time out of its authorized and unissued shares of capital stock a number of shares of Common Stock that will be sufficient to permit the exercise in full of all outstanding Rights; (ii) take all such action as may be necessary to ensure that all shares delivered upon exercise of Rights shall, at the time of delivery of the certificates for such shares (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered and fully paid and nonassessable; (iii) take all such action as may be necessary to comply with any applicable requirements of the Securities Act of 1933 or the Securities Exchange Act of 1934, and the rules and regulations thereunder, and any other applicable law, rule or regulation, in connection with the issuance of any shares upon exercise of Rights; (iv) use its best efforts to cause all shares issued upon exercise of Rights to be listed on a national securities exchange upon issuance; and (v) pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the original issuance or delivery of the Rights Certificates or of any shares issued upon the exercise of Rights, provided that the Company shall not be required to pay any transfer tax or charge which may be

payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for shares in a name other than that of the holder of the Rights being transferred or exercised.

2.4 Adjustments to Exercise Price; Number of Rights. (a) In the event the Company shall at any time after the Record Time and prior to the Separation Time (i) declare or pay a dividend on Common Stock payable in Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares of Common Stock, (x) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of shares of Common Stock (the "Expansion Factor") that a holder of one share of Common Stock immediately prior to such dividend, subdivision or combination would hold thereafter as a result thereof and (y) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor, and the adjusted number of Rights will be deemed to be distributed among the shares of Common Stock with respect to which the original Rights were associated (if they remain outstanding) and the shares issued in respect of such dividend, subdivision or combination, so that each such share of Common Stock will have exactly one Right associated with it. Each adjustment

made pursuant to this paragraph shall be made as of the payment or effective date for the applicable dividend, subdivision or combination.

In the event the Company shall at any time after the Record Time and prior to the Separation Time issue any shares of Common Stock otherwise than in a transaction referred to in the preceding paragraph, each such share of Common Stock so issued shall automatically have one new Right associated with it, which Right shall be evidenced by the certificate representing such share.

(b) In the event the Company shall at any time after the the Record Time and prior to the Separation Time issue or distribute any securities or assets in respect of, in lieu of or in exchange for Common Stock (other than pursuant to a regular periodic cash dividend or a dividend paid solely in Common Stock) whether by dividend, in a reclassification or recapitalization (including any such transaction involving a merger, consolidation or binding share exchange), or otherwise, the Company shall make such adjustments, if any, in the Exercise Price, number of Rights and/or securities or other property purchasable upon exercise of Rights as the Board of Directors of the Company, in its sole discretion, may deem to be appropriate under the circumstances in order to adequately protect the interests of the holders of Rights generally, and the Company and the

Rights Agent shall amend this Agreement as necessary to provide for such adjustments.

(c) Each adjustment to the Exercise Price made pursuant to this Section 2.4 shall be calculated to the nearest cent. Whenever an adjustment to the Exercise Price is made pursuant to this Section 2.4, the Company shall (i) promptly prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (ii) promptly file with the Rights Agent and with each transfer agent for the Common Stock a copy of such certificate and (iii) mail a brief summary thereof to each holder of Rights.

(d) Irrespective of any adjustment or change in the securities purchasable upon exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to express the securities so purchasable which were expressed in the initial Rights Certificates issued hereunder.

2.5 Date on Which Exercise is Effective. Each person in whose name any certificate for shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the shares represented thereby on, and such certificate shall be dated, the date upon which the Rights Certificate evidencing such Rights was duly surrendered and payment of the Exercise Price for such Rights (and any applicable taxes and other

governmental charges payable by the exercising holder hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the stock transfer books of the Company are closed, such person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next succeeding Business Day on which the stock transfer books of the Company are open.

2.6 Execution, Authentication, Delivery and Dating of Rights Certificates.

(a) The Rights Certificates shall be executed on behalf of the Company by its Chairman of the Board, President or one of its Vice Presidents, under its corporate seal reproduced thereon attested by its Secretary or one of its Assistant Secretaries. The signature of any of these officers on the Rights Certificates may be manual or facsimile.

Rights Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the countersignature and delivery of such Rights Certificates.

Promptly after the Company learns of the Separation Time, the Company will notify the Rights Agent of such Separation Time and will deliver Rights Certificates executed by the Company to the Rights Agent for countersignature,

and the Rights Agent shall manually countersign and deliver such Rights Certificates to the holders of the Rights pursuant to Section 2.3(c) hereof. No Rights Certificate shall be valid for any purpose until manually countersigned by the Rights Agent.

(b) Each Rights Certificate shall be dated the date of countersignature thereof.

2.7 Registration, Registration of Transfer and Exchange. (a) After the Separation Time, the Company will cause to be kept a register (the "Rights Register") in which, subject to such reasonable regulations as it may prescribe, the Company will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed "Rights Registrar" for the purpose of maintaining the Rights Register for the Company and registering Rights and transfers of Rights after the Separation Time as herein provided. In the event that the Rights Agent shall cease to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times after the Separation Time.

After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Section 2.7(c) below, the Company will execute, and the Rights Agent will countersign and deliver, in the name of the holder or the designated transferee or

transferees, as required pursuant to the holder's instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificate so surrendered.

(b) Except as otherwise provided in Section 3.1(b) hereof, all Rights issued upon any registration of transfer or exchange of Rights Certificates shall be the valid obligations of the Company, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.

(c) Every Rights Certificate surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company or the Rights Agent, as the case may be, duly executed by the holder thereof or such holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Company may require the payment by the holders of Rights of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) The Company shall not be required to register the transfer or exchange of any Rights after the Rights have been redeemed under Section 5.1 hereof or become void pursuant to Section 3.1(b) hereof.

2.8 Mutilated, Destroyed, Lost and Stolen Rights Certificates. (a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Company shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.

(b) If there shall be delivered to the Company and the Rights Agent prior to the Expiration Time (i) evidence to their satisfaction of the destruction, loss or theft of any Rights Certificate and (ii) such security or indemnity as may be required by them to save each of them and any of their agents harmless, then, in the absence of notice to the Company or the Rights Agent that such Rights Certificate has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Rights Agent shall countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so destroyed, lost or stolen.

(c) As a condition to the issuance of any new Rights Certificate under this Section 2.8, the Company may require the payment by the holders of Rights of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other

expenses (including the fees and expenses of the Rights Agent) connected therewith.

(d) Every new Rights Certificate issued pursuant to this Section 2.8 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

2.9 Persons Deemed Owners. Prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Common Stock certificate) for registration of transfer, the Company, the Rights Agent and any agent of the Company or the Rights Agent may deem and treat the person in whose name such Rights Certificate (or, prior to the Separation Time, such Common Stock certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary. As used in this Agreement, unless the context otherwise requires, the term "holder" of any Rights shall mean the registered holder of such Rights (or, prior to the Separation Time, the associated shares of Common Stock).

2.10 Delivery and Cancellation of Certificates. All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange shall, if surrendered to any person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall be promptly cancelled by the Rights Agent. The Company may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificates shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.10, except as expressly permitted by this Agreement. The Rights Agent may, but shall not be required to destroy, all cancelled Rights Certificates and deliver a certificate of destruction to the Company.

2.11 Agreement of Rights Holders. Every holder of Rights by accepting the same consents and agrees with the Company and the Rights Agent and with every other holder of Rights that:

(a) prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated share of Common Stock;

(b) after the Separation Time, the Rights Certificates will be transferable only on the Rights Register as provided herein;

(c) prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Common Stock certificate) for registration of transfer, the Company, the Rights Agent and any agent of the Company or the Rights Agent may deem and treat the person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Common Stock certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary;

(d) Rights beneficially owned by certain Persons will under the circumstances set forth in Section 3.1(b) become void; and

(e) this Agreement may be supplemented or amended from time to time pursuant to Section 2.4(b) or 5.4 hereof.

Article III -- Adjustments to the Rights in the Event of Certain Transactions

3.1 Flip-in. (a) In the event that prior to the Expiration Time a Flip-in Date shall occur, the Company shall take such action as shall be necessary to ensure and provide that, except as provided below, each Right shall

constitute the right to purchase from the Company, upon exercise thereof in accordance with the terms hereof (but subject to Section 5.10 hereof), that number of shares of Common Stock having an aggregate Market Price on the Stock Acquisition Date equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in order to protect the interests of the holders of Rights generally in the event that on or after such Stock Acquisition Date an event of a type analogous to any of the events described in Section 2.4(a) or (b) shall have occurred with respect to the Common Stock).

(b) Notwithstanding the foregoing, any Rights that are or were Beneficially Owned on or after the Stock Acquisition Date by an Acquiring Person or an Affiliate or Associate thereof or by any transferee, direct or indirect, of any of the foregoing shall become void and any holder of such Rights (including transferees) shall thereafter have no right to exercise or transfer such Rights under any provision of this Agreement. If any Rights Certificate is presented for assignment or exercise and the Person presenting the same will not complete the certification set forth at the end of the form of assignment or notice of election to exercise and provide such additional evidence of the identity of the Beneficial Owner and its Affiliates and Associates (or former Beneficial Owners and their Affiliates

and Associates) as the Company shall reasonably request, then the Company shall be entitled to conclusively deem the Beneficial Owner thereof to be an Acquiring Person or an Affiliate or Associate thereof or a transferee of any of the foregoing and accordingly will deem the Rights evidenced thereby to be void and not transferable or exercisable.

(c) The Board of Directors of the Company may, at its option, at any time after a Flip-in Date and prior to the time that an Acquiring Person becomes the Beneficial Owner of more than 50% of the outstanding shares of Common Stock, elect to exchange all (but not less than all) the then outstanding Rights (which shall not include Rights that have become void pursuant to the provisions of Section 3.1(b)) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted in order to protect the interests of holders of Rights generally in the event that after the Separation Time an event of a type analogous to any of the events described in Section 2.4(a) or (b) shall have occurred with respect to the Common Stock (such exchange ratio, as adjusted from time to time, being hereinafter referred to as the "Exchange Ratio").

Immediately upon the action of the Board of Directors of the Company electing to exchange the Rights, without any further action and without any notice, the right to exercise the Rights will terminate and each Right will

thereafter represent only the right to receive a number of shares of Common Stock equal to the Exchange Ratio. Promptly after the action of the Board of Directors electing to exchange the Rights, the Company shall give notice thereof (specifying the steps to be taken to receive shares of Common Stock in exchange for Rights) to the Rights Agent and the holders of the Rights outstanding immediately prior thereto by mailing such notice in accordance with Section 5.9.

(d) In the event that there shall not be sufficient treasury shares or authorized but unissued shares of Common Stock of the Company to permit the exercise or exchange in full of the Rights in accordance with Section 3.1(a) or (c), the Company shall either (i) call a meeting of shareholders seeking approval to cause sufficient additional shares to be authorized (provided that if such approval is not obtained the Company will take the action specified in clause (ii) of this sentence) or (ii) take such action as shall be necessary to ensure and provide, to the extent permitted by applicable law and any agreements or instruments in effect on the Stock Acquisition Date to which it is a party, that each Right shall thereafter constitute the right to receive, (x) at the Company's option, either (A) in return for the Exercise Price, debt or equity securities or other assets (or a combination thereof) having a fair value equal to twice the Exercise Price, or

(B) without payment of consideration (except as otherwise required by applicable law), debt or equity securities or other assets (or a combination thereof) having a fair value equal to the Exercise Price, or (y) if the Board of Directors of the Company elects to exchange the Rights in accordance with Section 3.1(c), debt or equity securities or other assets (or a combination thereof) having a fair value equal to the product of the Market Price of a share of Common Stock on the Flip-in Date times the Exchange Ratio in effect on the Flip-in Date, where in any case set forth in (x) or (y) above the fair value of such debt or equity securities or other assets shall be as determined in good faith by the Board of Directors of the Company, after consultation with a nationally recognized investment banking firm.

3.2 Flip-over. (a) Prior to the Expiration Time, the Company shall not enter into any agreement with an Acquiring Person with respect to, consummate or permit to occur any Flip-over Transaction or Event unless and until it shall have entered into a supplemental agreement with the Person engaging in such Flip-over Transaction or Event (the "Flip-over Entity"), for the benefit of the holders of the Rights, providing that, upon consummation or occurrence of the Flip-over Transaction or Event (i) each Right shall thereafter constitute the right to purchase from the Flip-over Entity, upon exercise thereof in accordance with the

terms hereof, that number of shares of Flip-over Stock of the Flip-over Entity having an aggregate Market Price on the date of consummation or occurrence of such Flip-over Transaction or Event equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in order to protect the interests of the holders of Rights generally in the event that after such date of consummation or occurrence an event of a type analogous to any of the events described in Section 2.4(a) or (b) shall have occurred with respect to the Flip-over Stock) and (ii) the Flip-over Entity shall thereafter be liable for, and shall assume, by virtue of such Flip-over Transaction or Event and such supplemental agreement, all the obligations and duties of the Company pursuant to this Agreement. The provisions of this Section 3.2 shall apply to successive Flip-over Transactions or Events.

(b) Prior to the Expiration Time, unless the Rights will be redeemed pursuant to Section 5.1 hereof in connection therewith, the Company shall not enter into any agreement with respect to, consummate or permit to occur any Flip-over Transaction or Event if at the time thereof there are any rights, warrants or securities outstanding or any other arrangements, agreements or instruments which would eliminate or otherwise diminish in any respect the benefits intended to be afforded by this Rights Agreement to the holders of Rights upon consummation of such transaction.

Article IV -- The Rights Agent

4.1 General. (a) The Company hereby appoints the Rights Agent to act as agent for the Company in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company agrees to pay to the Rights Agent such compensation as shall be agreed to in writing between the Company and the Rights Agent for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and expenses and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, damage, claim, liability, or expense, incurred without gross negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability. The provisions of this Section shall survive the termination of this Agreement.

(b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for securities purchasable upon exercise of Rights, Rights

Certificate, certificate for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, instruction, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed and executed by the proper person or persons and, where necessary, to be verified or acknowledged.

4.2 Merger or Consolidation or Change of Name of Rights Agent. (a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder services business of the Rights Agent or any successor Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4 hereof. In case at the time such successor Rights Agent succeeds to the agency created by this Agreement any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and in case at that time any of the

Rights Certificates have not been countersigned, any successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned; and in case at that time any of the Rights Certificates shall not have been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name; and in all such cases such Rights Certificates shall have the full force provided in the Rights Certificates and in this Agreement.

4.3 Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Rights Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel of its selection (who may be legal counsel for the Company), and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent as

to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by a person believed by the Rights Agent to be the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Company and delivered to the Rights Agent; and such certificate will be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent will be liable hereunder only for its own gross negligence, bad faith or willful misconduct.

(d) The Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for securities purchasable upon exercise of Rights or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and

recitals are and will be deemed to have been made by the Company only.

(e) The Rights Agent will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any certificate for securities purchasable upon exercise of Rights or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 3.1(b) hereof) or any adjustment required under the provisions of Section 2.4, 3.1 or 3.2 hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after the Rights Agent's actual receipt of the certificate contemplated by Section 2.4 describing any such adjustment); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any securities purchasable upon exercise of Rights or any Rights or as to whether any securities purchasable upon exercise of Rights will, when issued, be duly and validly authorized,

executed, issued and delivered and fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any person believed by the Rights Agent to be the Chairman of the Board, the President or any Vice President or the Secretary or any Assistant Secretary or the Treasurer or any Assistant Treasurer of the Company, and to apply to such persons for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such person. Any application by the Rights Agent for written instructions from the Company may, at the option of the Rights Agent, set forth in writing any action proposed to be taken or omitted by the Rights Agent under this Agreement and the date on and/or after which such action shall be taken or such omission shall be effective. The Rights Agent shall not be liable for any action taken by, or omission of,

the Rights Agent in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than five Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Rights Agent shall have received written instructions in response to such application specifying the action to be taken or omitted.

(h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in Common Stock, Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company

resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection thereof.

(j) No provision of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

(k) If, with respect to any Right Certificate surrendered to the Rights Agent for exercise or transfer, the certificate attached to the Form of Assignment or Form of Election to Exercise included as part of Exhibit A hereto, as the case may be, has not been executed, the Rights Agent shall not take any further action with respect to such requested transfer or exercise without first consulting with the Company.

(1) In addition to the foregoing, the Rights Agent shall be protected and shall incur no liability for, or in respect of, any action taken or omitted by it in connection with its administration of this Agreement if such acts or omissions are in reliance upon (i) the proper execution of the certification concerning beneficial ownership appended to the Form of Assignment and the Form of

Election to Exercise unless the Rights Agent shall have actual knowledge that, as executed, such certification is untrue, or (ii) the non-execution of such certification including, without limitation, any refusal to honor any otherwise permissible assignment or election by reason of such non-execution.

(m) The Company agrees to give the Rights Agent prompt written notice of any event or ownership which would prohibit the exercise or transfer of the Rights Certificates.

4.4 Change of Rights Agent. The Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice (or such lesser notice as is acceptable to the Company) in writing mailed to the Company and, at the Company's expense, to each transfer agent of Common Stock by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9. The Company may remove the Rights Agent upon 30 days' notice in writing, mailed to the Rights Agent and to each transfer agent of the Common Stock by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Company will appoint a successor to the Rights Agent. If the Company fails to make such appointment within a period of 30 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning

or incapacitated Rights Agent or by the holder of any Rights (which holder shall, with such notice, submit such holder's Rights Certificate for inspection by the Company), then the Company shall become the Rights Agent and the holder of any Rights may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or of the State of New York, in good standing, having its principal office in the State of New York, which is authorized under such laws to exercise the powers of the Rights Agent contemplated by this Agreement and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$50,000,000. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company will file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common

Stock, and mail a notice thereof in writing to the holders of the Rights. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Article V - Miscellaneous

5.1 Redemption. (a) The Board of Directors of the Company may, at its option, at any time prior to the Flip-in Date, elect to redeem all (but not less than all) the then outstanding Rights at the Redemption Price.

(b) Immediately upon the action of the Board of Directors of the Company electing to redeem the Rights (or, if the resolution of the Board of Directors electing to redeem the Rights states that the redemption will not be effective until the occurrence of a specified future time or event, upon the occurrence of such future time or event), without any further action and without any notice, the right to exercise the Rights will terminate and each Right will thereafter represent only the right to receive the Redemption Price in cash. Promptly after the Rights are redeemed, the Company shall give notice of such redemption to the Rights Agent and the holders of the then outstanding Rights by mailing such notice in accordance with Section 5.9.

5.2 Expiration. No Person shall have any rights pursuant to this Agreement or any Right after the Expiration Time, except, if the Rights are exchanged or redeemed, as provided in Section 3.1(c) or 5.1 hereof.

5.3 Issuance of New Rights Certificates. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by its Board of Directors to reflect any adjustment or change in the number or kind or class of shares of stock purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

5.4 Supplements and Amendments. The Company and the Rights Agent may from time to time supplement or amend this Agreement without the approval of any holders of Rights (i) in any respect prior to the Flip-in Date (other than to change the Redemption Price or the Expiration Time, except as contemplated elsewhere herein), (ii) to make any changes following the close of business on the Flip-in Date which the Company may deem necessary or desirable and which shall not materially adversely affect the interests of the holders of Rights or (iii) in order to cure any ambiguity or to correct or supplement any provision contained herein which may be inconsistent with any other provisions herein or otherwise defective. The Rights Agent will duly execute and deliver any supplement or amendment hereto requested by the

Company which satisfies the terms of the preceding sentence; provided, however, that the Rights Agent shall not be required to execute any supplement or amendment hereto which adversely alters the Rights Agent's rights or duties.

5.5 Fractional Shares. If the Company elects not to issue certificates representing fractional shares upon exercise of Rights, the Company shall, in lieu thereof, (a) evidence such fractional shares by depositary receipts issued pursuant to an appropriate agreement between the Company and a depositary selected by it, providing that each holder of a depositary receipt shall have all of the rights, privileges and preferences to which such holder would be entitled as a beneficial owner of such fractional share, or (b) pay to the registered holder of such Rights the same fraction of the Market Price (determined as of the date of exercise) of one share of the stock issuable upon such exercise on the day of exercise.

5.6 Rights of Action. Subject to the terms of this Agreement, rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective holders of the Rights; and any holder of any Rights, without the consent of the Rights Agent or of the holder of any other Rights, may, on such holder's own behalf and for such holder's own benefit and the benefit of other holders of Rights, enforce, and may institute and maintain any suit, action or proceed-

ing against the Company to enforce, or otherwise act in respect of, such holder's right to exercise such holder's Rights in the manner provided in such holder's Rights Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of, the obligations of any Person subject to this Agreement.

5.7 Holder of Rights Not Deemed a Shareholder. No holder, as such, of any Rights shall be entitled to vote, receive dividends or be deemed for any purpose the holder of shares or any other securities which may at any time be issuable on the exercise of such Rights, nor shall anything contained herein or in any Rights Certificate be construed to confer upon the holder of any Rights, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in Section 5.8 hereof), or to receive dividends or subscription rights, or otherwise, until such Rights

shall have been exercised in accordance with the provisions hereof.

5.8 Notice of Proposed Actions. In case the Company shall propose after the Separation Time and prior to the Expiration Time (i) to effect or permit (in cases where the Company's permission is required) occurrence of any Flip-in Date or Flip-over Transaction or Event or (ii) to effect the liquidation, dissolution or winding up of the Company, then, in each such case, the Company shall give to each holder of a Right and to the Rights Agent, in accordance with Section 5.9 hereof, a notice of such proposed action, which shall specify the Flip-in Date or the date on which such Flip-over Transaction or Event, liquidation, dissolution, or winding up is to take place, and such notice shall be so given at least 20 Business Days prior to the date of the taking of such proposed action.

5.9 Notices. Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Company shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

International Flavors & Fragrances Inc.
521 West 57th St.
New York, New York 10019

Attention: Wallace G. Dempsey
Secretary

Any notice or demand authorized or required by this Agreement to be given or made by the Company or by the holder of any Rights to or on the Rights Agent shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

The Bank of New York
90 Washington Street
Equity Tender and Exchange Department
New York, New York 10286

Attention: Leonard Small
Assistant Vice President

Notices or demands authorized or required by this Agreement to be given or made by the Company or the Rights Agent to or on the holder of any Rights shall be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the registry books of the Rights Agent or, prior to the Separation Time, on the registry books of the transfer agent for the Common Stock. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice.

5.10 Suspension of Exercisability. To the extent that the Company determines in good faith that some action need be taken pursuant to Section 3.1(c) or 3.1(e) or to comply with federal or state securities laws, the Company may suspend the exercisability of the Rights for a period of up to ninety (90) days following the date of the occurrence of the Separation Time or the Flip-in Date in order to take such action or comply with such laws. In the event of any such suspension, the Company shall issue as promptly as practicable a public announcement stating that the exercisability of the Rights has been temporarily suspended and shall simultaneously so notify the Rights Agent.

5.11 Costs of Enforcement. The Company agrees that if the Company or any other Person the securities of which are purchasable upon exercise of Rights fails to fulfill any of its obligations pursuant to this Agreement, then the Company or such Person will reimburse the holder of any Rights for the costs and expenses (including legal fees) incurred by such holder in actions to enforce such holder's rights pursuant to any Rights or this Agreement.

5.12 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

5.13 Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other

than the Company, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the holders of the Rights.

5.14 Descriptive Headings. Descriptive headings appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

5.15 Governing Law. This Agreement and each Right issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts made and to be performed entirely within such state.

5.16 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

5.17 Severability. If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable

the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

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

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By /S/ EUGENE P. GRISANTI

Name: Eugene P. Grisanti
Title: President

THE BANK OF NEW YORK,
as Rights Agent

By /S/ ERIC KAMBACK

Name: Eric Kamback
Title: Assistant Vice President

[Form of Rights Certificate]

Certificate No. W-

_____ Rights

THE RIGHTS ARE SUBJECT TO REDEMPTION OR MANDATORY EXCHANGE, AT THE OPTION OF THE COMPANY, ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. RIGHTS BENEFICIALLY OWNED BY ACQUIRING PERSONS OR AFFILIATES OR ASSOCIATES THEREOF (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) OR TRANSFEREES OF ANY OF THE FOREGOING WILL BE VOID.

Rights Certificate

INTERNATIONAL FLAVORS & FRAGRANCES INC.

This certifies that _____, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as such may be amended from time to time, the "Rights Agreement"), between International Flavors & Fragrances Inc., a New York corporation (the "Company"), and The Bank of New York, a New York banking corporation, as Rights Agent (the "Rights Agent", which term shall include any successor Rights Agent under the Rights Agreement), to purchase from the Company at any time after the Separation Time (as such term is defined in the Rights Agreement) and prior to the close of business on February 20, 2000, one fully paid share of Common Stock, par value \$0.12 1/2 per share (the "Common Stock") of the Company (subject to

adjustment as provided in the Rights Agreement) at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise duly executed at the designated office of the Rights Agent in The City of New York. The Exercise Price shall initially be \$200.00 per Right and shall be subject to adjustment in certain events as provided in the Rights Agreement.

In certain circumstances described in the Rights Agreement, the Rights evidenced hereby may entitle the registered holder thereof to purchase securities of an entity other than the Company or securities or assets of the Company other than Common Stock, all as provided in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Rights Certificates. Copies of the Rights Agreement are on file at the principal office of the Company and are available without cost upon written request.

This Rights Certificate, with or without other Rights Certificates, upon surrender at the office of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate shall be exercised in part, the registered holder shall be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, each Right evidenced by this Certificate may be (a) redeemed by the Company under certain circumstances, at its option, at a redemption price of \$0.01 per Right or (b) exchanged by the Company under certain circumstances, at its option, for one share of Common Stock per Right (or, in certain cases, other securities or assets of the Company), subject in each case to adjustment in certain events as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of any securities which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of

the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal.

Date: _____

INTERNATIONAL FLAVORS & FRAGRANCES INC.

ATTEST:

Secretary

By _____

Countersigned:

THE BANK OF NEW YORK, as Rights Agent

By _____
Authorized Signatory

AMENDMENT NO. 1

AMENDMENT NO. 1, dated as of April __, 1990, to the Shareholder Protection Rights Agreement (the "Rights Agreement"), dated as of February 20, 1990, between International Flavors & Fragrances Inc. (the "Company") and The Bank of New York (the "Rights Agent"). All terms used herein shall have the meanings ascribed to them in the Rights Agreement.

* * *

WHEREAS, the Company and the Rights Agent desire to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. The definition of the term "Acquiring Person" contained in Section 1.1 of the Rights Agreement shall be deleted and replaced in its entirety with the following:

"Acquiring Person" shall mean any Person who is a Beneficial Owner of 20% or more of the outstanding shares of voting stock of the Company; provided, however, that the term "Acquiring Person" shall not include any Person who is the Beneficial Owner of outstanding shares of voting stock of the Company on the date of this Agreement (an "Existing Shareholder"), including any group that may be formed which is comprised solely of Existing Shareholders, until such time hereafter as any such Existing Shareholder shall become

the Beneficial Owner (other than by means of a stock dividend, stock split, gift, inheritance or receipt or exercise of, or accrual of any right to exercise, a stock option granted by the Company) by purchase of any additional shares of voting stock; and provided further that the term "Acquiring Person" shall not include any Person who shall become the Beneficial Owner of 20% or more of the outstanding shares of voting stock of the Company solely as a result of an acquisition by the Company of shares of voting stock, until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional shares of voting stock."

2. The provisions of the Rights Agreement, as amended by this Amendment No. 1, shall remain in full force and effect.

3. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such state.

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By /s/ EUGENE P. GRISANTI

Name: Eugene P. Grisanti
Title: Chairman and President

THE BANK OF NEW YORK, as Rights Agent

By _____

Name:
Title:

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By

Name:
Title:

THE BANK OF NEW YORK, as Rights Agent

By /s/ ERIC KAMBACH

Name: Eric Kambach
Title: Assistant Vice President

	I F F (Logo)	
NUMBER		SHARES
CU _____		_____
COMMON STOCK		COMMON STOCK

INTERNATIONAL FLAVORS & FRAGRANCES INC.
 INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

CUSIP 459506 10 1

This Certifies that _____

is the owner of _____

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

INTERNATIONAL FLAVORS & FRAGRANCES INC., transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney on surrender of this certificate properly endorsed.

This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated _____

/s/

/s/

Secretary

Chairman and President

COUNTERSIGNED AND REGISTERED:

THE BANK OF NEW YORK
 (NEW YORK)

By

TRANSFER AGENT
 AND REGISTRAR

 Authorized Signature

NOTE:
 FOR EXPLANATION OF CERTAIN ABBREVIATIONS,
 SEE REVERSE SIDE OF THIS CERTIFICATE

I F F
CORPORATE
SEAL
1909
NEW YORK

(c) SECURITY-COLUMBIAN UNITED STATES BANKNOTE COMPANY

INTERNATIONAL FLAVORS & FRAGRANCES INC.

The Restated Certificate of Incorporation as amended includes the following provisions:

"NINTH: * * *

"(4) Any director may be removed with cause by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors of the Corporation or may be removed with or without cause by the stockholders as provided in the By-laws of the Corporation. Any vacancy in the Board of Directors of the Corporation arising from any cause shall be filled for the unexpired portion of the term by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors or by the stockholders as provided in the By-laws of the Corporation."

* * *

"TENTH:

Each holder of any equity or voting shares, as such terms are defined in Section 39 of the New York Stock Corporation Law, of any class of the Corporation shall have the preemptive right to purchase equity or voting shares of the Corporation or any shares, notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase its equity or voting shares, in any and all cases, notwithstanding the provisions of Section 39(4) of the New York Stock Corporation Law, except as may otherwise be determined by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors, and except that such preemptive right shall not apply upon the issuance of equity or voting shares by the Corporation upon the exercise of stock options or upon the surrender of scrip certificates outstanding as of the date of this Restated Certificate of Incorporation."

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM--as tenants in common	UNIF GIFT MIN ACT--.....Custodian.....
TEN ENT--as tenants by the entireties	(Cust) (Minor) under Uniform Gifts to Minors
JT TEN --as joint tenants with right survivorship and not as tenants in common	Act..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

--

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

_____ shares

of the capital stock represented by the within Certificate, and do hereby
irrevocably constitute and appoint _____ Attorney
to transfer the said stock on the books of the within named Corporation with
full power of substitution in the premises.

Dated _____

Notice: The signature to this assignment must correspond with the name as
written upon the face of the certificate in every particular, without
alteration or enlargement or any change whatever.

Until the Separation Time (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as such may be amended from time to time, the "Rights Agreement"), between International Flavors & Fragrances Inc. (the "Company") and The Bank of New York, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Company. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may be exchanged for shares of Common Stock or other securities or assets of the Company, may expire, may become void (if they are "Beneficially Owned" by an "Acquiring Person" or an "Affiliate" or "Associate" thereof, as such terms are defined in the Rights Agreement, or by any transferee of any of the foregoing) or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Company will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge within five days after the receipt of a written request therefor.

NUMBER	I F F (Logo)	SHARES
CU _____		_____
COMMON STOCK		COMMON STOCK

INTERNATIONAL FLAVORS & FRAGRANCES INC.
 INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

CUSIP 459506 10 1

This Certifies that _____

is the owner of _____

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

INTERNATIONAL FLAVORS & FRAGRANCES INC., transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney on surrender of this certificate properly endorsed.

This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated _____

/s/

Secretary

/s/

Chairman and President

COUNTERSIGNED AND REGISTERED:

By	THE BANK OF NEW YORK (NEW YORK)	TRANSFER AGENT AND REGISTRAR
----	------------------------------------	---------------------------------

 Authorized Signature

NOTE:
 FOR EXPLANATION OF CERTAIN ABBREVIATIONS,
 SEE REVERSE SIDE OF THIS CERTIFICATE

I F F

CORPORATE

SEAL

1909

NEW YORK

(c) SECURITY-COLUMBIAN UNITED STATES BANKNOTE COMPANY

INTERNATIONAL FLAVORS & FRAGRANCES INC.

The Restated Certificate of Incorporation as amended includes the following provisions:

"NINTH: * * *

"(4) Any director may be removed with cause by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors of the Corporation or may be removed with or without cause by the stockholders as provided in the By-laws of the Corporation. Any vacancy in the Board of Directors of the Corporation arising from any cause shall be filled for the unexpired portion of the term by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors or by the stockholders as provided in the By-laws of the Corporation."

* * *

"TENTH:

Each holder of any equity or voting shares, as such terms are defined in Section 39 of the New York Stock Corporation Law, of any class of the Corporation shall have the preemptive right to purchase equity or voting shares of the Corporation or any shares, notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase its equity or voting shares, in any and all cases, notwithstanding the provisions of Section 39(4) of the New York Stock Corporation Law, except as may otherwise be determined by the affirmative vote of at least two-thirds (2/3) of the whole Board of Directors, and except that such preemptive right shall not apply upon the issuance of equity or voting shares by the Corporation upon the exercise of stock options or upon the surrender of scrip certificates outstanding as of the date of this Restated Certificate of Incorporation."

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM--as tenants in common	UNIF GIFT MIN ACT--.....Custodian.....
TEN ENT--as tenants by the	(Cust) (Minor)
entireties	under Uniform Gifts to Minors
JT TEN --as joint tenants with	Act.....
right survivorship and	(State)
not as tenants in common	

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty box for Social Security or other identifying number]

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

_____ shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND
WITH THE NAME AS WRITTEN UPON THE FACE OF THE
CERTIFICATE IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR
INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS
AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE
GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Until the Separation Time (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Shareholder Protection Rights Agreement, dated as of February 20, 1990 (as such may be amended from time to time, the "Rights Agreement"), between International Flavors & Fragrances Inc. (the "Company") and The Bank of New York, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Company. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may be exchanged for shares of Common Stock or other securities or assets of the Company, may expire, may become void (if they are "Beneficially Owned" by an "Acquiring Person" or an "Affiliate" or "Associate" thereof, as such terms are defined in the Rights Agreement, or by any transferee of any of the foregoing) or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Company will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge within five days after the receipt of a written request therefor.

AGREEMENT made as of January 1, 1997, between INTERNATIONAL FLAVORS & FRAGRANCES INC. a New York corporation, (hereinafter called the "Employer") and Eugene P. Grisanti (hereinafter called the "Employee").

The Employee is now Chairman of the Board of Directors of the Employer and is employed by the Employer as its President and chief executive officer under an Agreement between the Employer and the Employee dated January 1, 1992 (the "Prior Agreement"), which provides for a fixed term of employment to December 31, 1996. The parties hereto desire to enter into a new agreement relating to the terms and conditions of continued employment of the Employee after December 31, 1996 on the basis hereinafter set forth.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Employer shall employ the Employee, and the Employee shall serve the Employer, as President and chief executive officer or in such other senior capacity to which the Employee may agree, for the period (the "executive period") which shall commence on January 1, 1997 and which

1

may be terminated at any time thereafter, with or without cause, by either the Employer or the Employee on written notice to the other and shall terminate December 31, 2001 in any event. During the executive period the Employer shall employ the Employee as President and chief executive officer or in such other senior executive capacity to which the Employee may agree, at such salary (at a rate not less than the rate in effect at the date hereof) and upon such other terms and conditions as the Board of Directors of the Employer may determine from time to time, subject to the terms and conditions of this Agreement. In addition to his salary, the Employee may share, in such proportions as the Board of Directors or a duly authorized committee of such Board in its sole discretion shall determine, in any pension, incentive compensation, bonus, stock option, profit sharing, group insurance, disability or other employee benefit plans, programs, or policies, whether of general or limited application, now in effect or hereafter adopted for the Employer. In the event that the Employer shall terminate the executive period prior to December 31, 2001, the compensation of the Employee shall continue for a period of twelve (12) months after such termination (but ending not later than December 31, 2001) at the rate in effect prior to such termination.

2

2. After termination of the executive period, the Employee shall serve the Employer and its subsidiaries for a period of ten (10) years in such consulting capacity as the Employer may reasonably request, in order that the Employer may continue to have the benefit of the Employee's experience. The length of the consulting period shall not be affected by any disability of the Employee. During the consultation period the Employee shall be free to devote the greater part of his time to other pursuits. For his services as a consultant, the Employer shall pay the Employee an annual fee, in equal monthly installments, of One Hundred Fifty Thousand Dollars (\$150,000).

3. During the executive period, the Employee shall devote to the performance of his duties hereunder substantially his full time subject to reasonable vacations.

4. During the consultation period, the Employee shall not engage directly or indirectly in any business which is competitive to that of the Employer and its subsidiaries, but this shall not prevent the Employee from owning a beneficial interest in less than five percent (5%)

of the outstanding capital stock of any publicly owned competitive company.

5. (a) The Employer hereby grants to the Employee as of January 1, 1997, a stock award of 250,000 shares of Common Stock of the Employer (the "Award") of the par value of twelve and one half cents (\$.12 1/2) per share, subject to a period of restriction as provided below (the "Restriction Period") and subject to the attainment of a performance goal ("Performance Goal") as provided below. The Restriction Period with respect to the Award shall commence on the date hereof and shall terminate in five installments as hereinafter provided. Shares awarded hereunder shall be made available from shares reacquired by the Company, including shares purchased in the open market.

(b) The Employee shall be issued one or more certificates for the shares of Common Stock of the Employer awarded under this Agreement subject to the terms and conditions hereinafter provided ("Restricted Stock"). Such certificate or certificates shall be registered in the name of the Employee, and shall bear an appropriate legend referring to the terms, conditions and restrictions

applicable to such substantially in the following form:

"The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeitures) of an agreement entered into between the registered owner and International Flavors & Fragrances Inc. Copies of such agreement are on file in the offices of International Flavors & Fragrances Inc., 521 West 57th Street, New York, New York 10019."

Such certificate or certificates shall also be subject to such stop-transfer orders and other restrictions as the Employer may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed and any applicable federal or state securities law, and the Employer may cause an appropriate additional legend or legends to be put on any such certificates to make reference to any such restrictions.

(c) The Employer may cause the stock certificates evidencing such shares to be held in custody by a bank or other institution, or the Employer may itself hold such shares in its custody until the restrictions thereon

shall have lapsed and may require that the Employee shall deliver a stock power or powers endorsed in blank relating to the stock covered by the Award.

(d) Except as required by law, the Employee is not required to make any payment or provide consideration for the Award other than the rendering of future services to the Employer.

(e) The shares of Common Stock awarded pursuant to this Agreement shall be subject to the following restrictions and conditions:

(i) The Restriction Period shall extend from the date hereof, January 1, 1997, to February 28, 1998 with respect to one fifth of the shares covered by the award, to February 28, 1999 with respect to one fifth of such shares, to February 28, 2000 with respect to one fifth of such shares, to February 28, 2001 with respect to one fifth of such shares, and to February 28, 2002 with respect to the remaining one fifth of such shares. During the Restriction Period with respect to each such installment of such shares covered by the Award, the Employee shall not be permitted to sell, transfer,

pledge or assign any of the Restricted Stock included in such installment.

(ii) In addition to the provisions of Section 5(e)(i), each installment of the Award is subject to the attainment of a Performance Goal for that installment either as provided in Section 5(e)(ii)(A) or in Section 5(e)(ii)(B) below, in either case the attainment of such goal to be certified in writing by the Stock Option and Compensation Committee (the "Committee"). If a Performance Goal for any Installment Period is not attained as hereinafter provided, that installment of the Award shall be forfeited. The performance goals set forth in (A) and (B) below are alternate performance goals, i.e., the requirement is satisfied if the Performance Goal as set forth in either A or B is met.

(A) This Performance Goal for each installment shall be attained if 1% of the

Employer's Net Income for the applicable Installment Period exceeds the Fair Market Value of the installment.

If a Performance Goal is not attained for an Installment Period under either this Section or under Section 5(e)(ii)B, the shares awarded with respect to that Installment Period shall remain held in custody as provided in Section 5(c) until the end of a succeeding Installment Period, and this Performance Goal for the former Installment Period or Periods as well as for the latter Installment Period shall be attained if 1% of the average of the Net Incomes for such Installment Periods exceeds the Fair Market Value of any one installment. Notwithstanding the foregoing, this Performance Goal for any Installment Period shall be attained if 1% of the average of the Net Incomes with respect to the combined first Installment Period and all subsequent Installment

Periods exceeds the Fair Market Value of any one installment.

"Fair Market Value" of a share of Common Stock means the mean between the highest and the lowest sales prices thereof on the date of grant, as reported in The Wall Street Journal, New York Stock Exchange Transactions--Composite Transactions, or as reported in any successor quotation system adopted prospectively for this purpose by the Committee.

"Installment Period" means the Restriction Period with respect to each installment of the Award as provided in Section 5(e)(ii).

"Net Income" means the amount reported by the Employer as consolidated income (after taxes) before extraordinary items and the cumulative effect of accounting changes, adjusted, however, by adding any amount which has been expensed (after taxes) for the Award under this Agreement in computing such Net Income, all as determined in

accordance with generally accepted accounting principles and as appearing in the Employer's consolidated financial statements for the year as audited by the Employer's independent accountants.

(B) This Performance Goal for each installment shall be attained if the Employer's return on equity ("Return on Equity") for the applicable Installment Period was equal to or greater than 15%.

If a Performance Goal is not attained for an Installment Period under either this Section or under Section 5(e)(ii)(A), the shares awarded with respect to that Installment Period shall remain held in custody as provided in Section 5(c) until the end of a succeeding Installment Period, and this Performance Goal for the former Installment Period shall be attained if the Employer's Return on Equity for the combined former and any later Installment Period or Periods was equal to or

greater than 15%. Notwithstanding the foregoing, this Performance Goal for any Installment Period shall be attained if the Employer's Average Return on Equity including the first Installment Period and all subsequent Installment Periods was equal to or greater than 15%. For this purpose, Average Return on Equity shall be determined by dividing the average of the Net Incomes for such installment periods by the Average Total Shareholder Equity for such periods.

"Average Total Shareholder Equity" for any period means the arithmetic average of the amounts of Total Shareholder Equity as at the beginning and the end of such period.

"Installment Period" means the Restriction Period with respect to each installment of the Award as provided in Section 5(e)(i).

"Net Income" has the same definition as in Section 5(e)(ii)(A) above.

"Return on Equity" means the amount obtained by dividing Net Income by the Average Total Shareholder Equity.

"Total Shareholder Equity" means the amount reported in the consolidated balance sheet by the Employer as total shareholder equity, determined in accordance with generally accepted accounting principles and as appearing in the Employer's Annual Report for the year, adjusted for the extraordinary or non-recurring items described with respect to Net Income, and any amount which has been expensed (after tax) for the award under this Agreement in computing such Net Income.

(iii) Except as provided in Section 5(e)(i), the Employee shall have with respect to the Restricted Stock all of the rights of a stockholder of the Company, including the right to vote the shares and receive dividends and other distributions, provided that distributions in the form of stock shall be subject to the same restrictions as the underlying Restricted Stock. Certificates for shares of each installment of

Restricted Stock shall be delivered to the Employee promptly after, and only after, the Restriction Period for such shares shall expire and the Performance Goal shall have been attained without any forfeiture having occurred with respect to such shares.

(iv) In the event of either the death of the Employee or a termination of his employment by either the Employer or Employee as a result of disability of the Employee on a date (the "early termination date") prior to December 31, 2001, all restrictions on the Award shall thereupon terminate and the Award shall no longer be subject to the attainment of any Performance Goal with respect to that number of shares of the Restricted Stock which, together with the number of shares of Restricted Stock the restrictions on which shall have lapsed prior to the early termination date, shall bear the same proportion to the total number of shares of Restricted Stock 250,000 as the number of full months which shall have elapsed from the date of this agreement to the early termination date shall bear to the total number of months (60) of the executive period.

(v) Upon termination of employment of the Employee for any reason during the Restriction Period or before the applicable Performance Goals are satisfied, subject to the provisions of Section 5 (e)(iv), or in the event that the Employee fails promptly to pay or make satisfactory arrangements as to the withholding taxes as provided in Section 5 (f), all shares still subject to restriction shall be forfeited by the Employee and will be deemed to be reacquired by the Employer.

(vi) The Employee may, at any time prior to the expiration of the Restriction Period, waive all rights with respect to all or some of the shares of Restricted Stock by delivering to the Employer a written notice of such waiver.

(vii) Any attempt to dispose of Restricted Stock in a manner contrary to the restrictions shall be ineffective.

(viii) Upon any "change in control" of the Employer, as that term is defined in Section 1 of the Executive Severance Agreement between the Employer and

the Employee dated as of February 16, 1989 ("ESA"), all restrictions in effect with respect to the any remaining installments of the Award shall thereupon lapse and have no further force or effect, and the Award shall no longer be subject to the attainment of any Performance Goal.

f) The Employee shall, no later than the latter of the date as of which the restrictions would otherwise lapse or the Performance Goal is attained with respect to any installment of Restricted Stock referred to in Section 5 (e), or at any earlier date, as determined by the Employer, on which the Employee is subject to a tax as a result of the Award, pay to the Employer, or make arrangements satisfactory to the Employer, regarding payment of any Federal, state or local taxes of any kind required by law to be withheld with respect to the stock subject to such Award, and the Employer and its subsidiaries shall, to the extent permitted by law, have the right to deduct such amount from any payment of any kind otherwise due to the Employee.

g) In the event that the outstanding shares of Common Stock shall be changed into or exchanged for a

different number or kind of shares of stock, securities or property of the Employer or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, stock dividend, split-up, combination of shares, or otherwise), there shall be substituted for each share of Common Stock then subject to the Award the number and kind of shares of stock, securities or property into which such outstanding shares of Common Stock shall be so changed or for which such shares shall be so exchanged. The Board of Directors of the Employer, in the event of any such change or exchange, shall have the power and authority to make any equitable adjustments with respect to the Award as it deems necessary or advisable to enable the Employee to receive the full intended benefit of the Award. In the event of any such change or exchange, any stock, securities or other property which the employee is entitled to receive by reason of his ownership of shares of Restricted Stock shall also be subject to the same restrictions and performance goals as such Restricted Stock, and shall bear an appropriate legend.

h) Neither this Section 5 nor any action taken thereunder shall be construed as giving the Employee any right to be retained in the employ of the Employer or

any of its subsidiaries or as qualifying in any way the right of the Employer or the Employee to terminate the employment of the Employee at any time, with or without cause, as provided in Section 1 of this Agreement.

i) Income realized as a result of an Award of Restricted Stock shall not be included in the Employee's compensation for the purpose of the ESA or any benefit plan in which the Employee may be enrolled or for which the Employee may become eligible unless otherwise specifically provided for in such plan.

6. All notices hereunder shall be in writing and delivered or mailed by registered mail, return receipt requested, to the following addresses: to the Employer at its office at 521 West 57th Street, New York, N.Y. 10019, and to the Employee at 118 Delafield Island Road, Darien, Connecticut 06820, or to such other address as the Employer or Employee may hereafter designate in writing for the purpose.

7. This Agreement shall not be assignable by the Employer without the written consent of the Employee, except that if the Employer shall merge or consolidate with or

into, or transfer substantially all of its assets, including good will, to another corporation or other form of business organization, this Agreement shall bind and run to the benefit of the successor of the Employer resulting from such merger, consolidation or transfer. Neither the Employee nor any person designated by him may assign, pledge or encumber his or her interest in this Agreement or any part hereof without the Employer's written consent, this agreement being personal to the Employee and the beneficiaries designated by him.

8. This Agreement supercedes the Prior Agreement, which shall have no further force or effect with respect to the employment of the Employee by the Employer as an executive or with respect to his services and compensation as a consultant, after the date of this Agreement.

9. This Agreement may not be modified except by a writing signed by both parties hereto. This Agreement shall be construed under and be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have hereto
and to a duplicate counterpart hereof set their signatures
as of the day and year first above written.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By: _____
THOMAS H. HOPPEL
Vice President and
Chief Financial Officer

Attest:

STEPHEN A. BLOCK,
Vice President and Secretary

EUGENE P. GRISANTI

[SEAL]

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International Flavors & Fragrances, Inc.

Executive Severance Agreement

Agreement dated as of February 16, 1989 between International Flavors & Fragrances Inc., a New York corporation, with its principal office at 521 West 57th Street, New York, New York 10119 (hereinafter called the "Corporation") and the undersigned officer of the Corporation (hereinafter called "the Executive").

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Corporation ("the Board") recognizes that attempts, hostile and otherwise, to obtain control of companies are widespread at the present time, and that, although the Corporation is not aware that any such attempt against it is contemplated at this time, the possibility of such an attempt may raise uncertainties among the Corporation's key management personnel as to the security of their employment, to the detriment of the Corporation and its business;

WHEREAS, should the Corporation or its shareholders be the object of such an attempt, the Board believes it important that the Corporation and the Board be able to rely upon the

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Executive to continue in his position and to give the Board his objective advice as to the interests of the Corporation and its shareholders, without being distracted by personal uncertainties and questions (including possible termination of his employment) created by such an attempt; and

WHEREAS, the Board believes the Executive should have reasonable assurances as to his continued employment, and fair severance payments should his employment be terminated as a result of any change of control of the Corporation.

NOW, THEREFORE, in view of the foregoing, and for other good and valuable consideration, it is agreed as follows:

1. Definitions.

(a) "Change in control" shall mean the earliest to occur of any of the following events:

(i) any person, corporation, partnership, association, trust or other entity, or any "group" as defined in Section 13(d) (3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall hereafter become the "beneficial owner," as defined in Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Corporation representing 40 per-

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cent or more of the combined voting power of the Corporation's then outstanding securities; or

(ii) persons not nominated by the Board in the Corporation's most recent proxy statement shall constitute a majority of the members of the Board.

(b) "Involuntary termination" shall mean termination of the Executive's employment with the Corporation, other than for cause, or by reason of retirement or death, within three years following a change in control, without the written consent of the Executive, and shall be deemed to include voluntary resignation by the Executive from his position and employment with the Corporation, within three years following a change in control, if

(1) the Executive has had a reduction in his salary of more than 10% or experienced a substantial diminution in his duties, responsibilities or status with the Corporation compared to those existing at the time of the change in control, and,

(2) the Executive has given the Corporation written notice of objection to the reduction in his salary or of the specific respects in which his duties, responsibilities or status have been

diminished substantially, and,

(3) within 10 days after receipt of the Executive's written notice, the Corporation has not made a written offer to restore the Executive's previous salary, duties, responsibilities and status with the Corporation substantially to those existing at the time of the change in control.

If the Executive, by reason of physical or mental disability, is unable to substantially perform his usual and customary duties for a continuous period of 180 days, and he is thereafter certified to be totally and permanently disabled by an independent panel of three qualified physicians selected either by mutual agreement of the parties or by the American Arbitration Association at the request of either party, he shall be deemed to have retired at the end of such 180 days.

A change in the Executive's title or a change in the Executive's principal place of work or an elimination of any substantial benefit of employment or executive privilege shall be presumed to be a substantial diminution of the Executive's status.

The Executive may elect to submit his resignation to become effective only upon a determination pursuant to arbitration under the procedures described in Section 6 hereof that the

events listed in Section 1(b) (1), (2) and (3) shall have occurred.

(c) "Previous compensation" shall mean the greater of (a) the Executive's compensation for the calendar year prior to the year in which such termination shall have occurred, and (b) the Executive's compensation for the calendar year prior to the year in which the change of control occurred, in each case including as such compensation his salary and any amounts awarded him under the Corporation's Management Incentive Compensation Plan.

(d) Termination for cause shall mean termination for (i) the willful and continued failure by the Executive to substantially perform his duties with the Corporation or (ii) the willful engaging by the Executive in gross misconduct materially and demonstrably injurious to the Corporation. No act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without belief that his action or omission was in the interest of the Corporation. Notwithstanding the foregoing, he will not be deemed to have been terminated for cause unless and until there has been delivered to him a copy of a resolution, duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of

the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for him, together with his counsel, to be heard before the Board), finding that in the good faith and reasonable opinion of the Board the Executive was guilty of conduct set forth above in clauses (i) or (ii) above and specifying in detail the particulars thereof. No action of the Board hereunder shall affect the right of the Executive to arbitration of any dispute hereunder as provided in Section 6 hereof.

2. Payments to Executive. Within ten (10) business days after the date of involuntary termination, the Executive shall receive from the Corporation:

(a) any amounts due him from the Corporation to the date of termination, including salary prorated to that date and reimbursement for expenses incurred prior to that date in accord with the Corporation's policies and practices.

(b) an amount equal to three times his previous compensation; provided, however, that such payment shall not exceed three times the Executive's "base amount" allocable to such payment pursuant to Section 280G of the Internal Revenue Code.

(c) Any awards made to the Executive under the Corporation's Management Incentive Compensation Plan or any

other compensation plan of the Corporation, payment of which shall have been deferred, including interest or other investment returns on any such deferred awards.

(d) For each share of common stock of the Corporation subject to any option held by the Executive, whether or not such option is then exercisable, an amount equal to the difference between the exercise price thereof and a price equal to the highest of (i) the market price on the New York Stock Exchange at the close of business on the effective day of termination, (ii) the price contained in any published tender offer made within one year before or after the date of change in control, (iii) the price contained in any merger or acquisition agreement entered into by the Corporation and any third party within one year before or after the date of change in control, or (iv) the market price on the New York Stock Exchange on the date of change in control, and, upon such payment, such option shall be deemed cancelled and annulled.

3. Continuation of Fringe Benefits. In the event of involuntary termination, the Corporation shall continue to provide coverage to and for the Executive under the Corporation's (a) Health Care Plan, (b) Dental Assistance Plan and (c) Life Insurance and Accidental Death and Dismemberment Insurance Plan (Survivor Benefits Plan) for a period of three years from the

date of such termination, to the same extent as if he were in the employ of the Corporation during such three-year period. Except as to any requirement that the Executive be in the active employ of the Corporation, coverage under each of the foregoing Plans shall be subject to the terms and conditions of each Plan, as in existence at the time of the change in control.

4. Pensions, etc. In the event of involuntary termination, as and when the Executive, his beneficiaries and his estate shall be entitled to receive benefits under the Corporation's Pension Plan, Retirement Investment Fund Plan, Supplemental Retirement Plan and any supplemental pensions provided the Executive, his beneficiaries and his estate under any resolutions adopted by the Board of Directors of the Corporation prior to the change of control of the Corporation, the Executive, his beneficiaries and his estate, in addition, shall be paid by the Corporation benefits in an amount equal to the difference between (i) the benefits the Executive, his beneficiaries and his estate shall be entitled to receive under such plans and resolutions and (ii) the benefits he and they would have received under such Plans and resolutions had his employment continued at his previous compensation to the third anniversary of such involuntary termination.

5. Consultancies. In the event of involuntary termination, the Executive shall be entitled to receive any fees for

services as a consultant pursuant to any employment agreement between the Corporation and the Executive, in such amounts and for such period of time as such agreement may provide, and the Corporation's obligation to pay such fees shall not be diminished by any of the provisions hereof.

6. Claims or Disputes. Any claim or dispute (including a submission under the last paragraph of Section 1 (b) hereof) shall be resolved under procedures established by arbitration in New York, N.Y. pursuant to the rules of the American Arbitration Association. If the Executive receives an award in such a proceeding, the award shall include his attorneys' fees and all expenses reasonably incurred in connection with such proceeding.

7. Limitation on payments. In the event the amounts to be paid to the Executive by the Corporation on involuntary termination of employment, whether made pursuant to this Agreement, or otherwise, including the present value as of the date of such termination of any payments to be made in the future, when taken together, would subject the Executive to payment of an excise tax under Section 4999 of the Internal Revenue Code of 1986, as amended, then, in that event, the amount payable under Section 2(b) hereof shall be reduced by the minimum amount necessary to avoid liability on the part of the Executive for payment of such excise tax. In the event that as a result of

mistake, inadvertence, or for any other reason, the Executive receives, upon involuntary termination, under this Agreement, or otherwise, payments, which, when taken together, including the present value as of the date of such termination of any payments to be made in the future, exceed the maximum amount which may be paid by the Corporation without subjecting the Executive to liability for payment of such excise tax, then the amount by which such payments exceed such maximum amount shall be deemed to be a loan by the Corporation to the Executive to be repaid promptly, with interest from the date of payment, calculated at the Citibank, N.A. prime rate as in effect from time to time. In any case where doubt or a dispute exists as to the application of the provisions of this Section, the payments required under this Agreement shall be made in full, as and when due, and shall be deemed payments on account pending a determination of the application of this Section, subject to the provisions of the second sentence hereof.

8. Full Settlement. The Corporation's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counter-claim, recoupment, defense or other right which the Corporation may have against the Executive or others. In no event shall the Executive be obligated to seek other employment

by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement. The Corporation agrees to pay, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Corporation or others of the validity or enforceability of, or liability under any provision of this Agreement.

9. No Guarantee of Employment. This Agreement is intended to provide certain benefits to the Executive under the circumstances described herein only on and after a change in control as herein defined and may be amended or terminated by the Board at any time prior to a change of control of the Corporation. The Agreement shall not be construed as a guarantee of continued employment prior to or following a change in control, nor is it intended to confer any benefit on any person other than the Corporation, the named Executive, his beneficiaries and his estate.

10. No Waiver, etc. This Agreement is not intended to and shall not operate or be construed as a waiver, release or abandonment of any rights or benefits Executive may have or be entitled to while actively employed or upon termination of employment, retirement, disability or death, whether such right or benefit shall accrue by contract, statute operation of law, corporate policy or otherwise.

11. Applicable Law. This Agreement shall be construed under and governed by the laws of the State of New York.

12. Assignability. This Agreement is non-assignable by the Executive.

13. Binding on heirs, etc. This Agreement shall be binding upon the heirs, executors and administrators of the Executive and upon the successors and assigns of the Corporation.

IN WITNESS WHEREOF, the Agreement has been executed on the above date by the Executive and by the Corporation, through its duly authorized officers in accordance with a resolution adopted by the Board on February 14, 1989.

Executive

INTERNATIONAL FLAVORS & FRAGRANCES INC.

By _____

Attest: _____
(Seal)

EXECUTIVE DEATH BENEFIT PLAN

Effective July 1, 1990

ARTICLE I

PURPOSE OF THE PLAN

1.01 The purpose of the Plan is to assist the Company in attracting and retaining qualified executive and creative employees and to provide eligible employees with increased death benefits during employment with the Company and/or after retirement.

ARTICLE II

DEFINITIONS

2.01 "Annual Base Salary" shall mean the basic annual rate of a Participant's compensation (before making any reductions pursuant to an effective Cash or Deferred Wage and Salary Conversion Agreement under the International Flavors & Fragrances Inc. Retirement Investment Fund Plan), in effect for him or her on the first day of the Plan Year, but excluding bonuses, commissions and all other forms of compensation or benefits including additional compensation from this Plan and any amount contributed for him or her by the Company to any public or private employee benefit plan.

2.02 "Basic Insurance Plan" shall mean the basic group term life insurance plan for employees and retirees maintained by the Company at its expense to provide noncontributory life insurance coverage based on annual earnings (as that term is defined in the Basic Insurance Plan), as such plan may be amended, modified or replaced from time to time.

2.03 "Beneficiary" shall mean the individual or entity designated by the Participant to receive the death benefit payable under the Plan upon the Participant's death. If no such designation is made, or if the designated individual predeceases the Participant or the entity no longer exists, then the Beneficiary shall be the Participant's estate.

2.04 "Company" shall mean International Flavors & Fragrances Inc.

2.05 "Effective Date" shall mean July 1, 1990

2.06 "Eligible Employee" shall mean an individual who is employed by the Company or one of its subsidiaries on or after the Effective Date and who, (a) is a participant in either the Company's Management Incentive Compensation Plan ("MICP") or Special Executive Bonus Plan ("SEBP"), (b) is a participant in the Basic Insurance Plan, (c) has not yet attained the age of 70

and (d) has submitted to the Insurer a properly completed application for life insurance under this Plan.

2.07 "Entrance Date" shall mean that date on which an Eligible Employee first becomes a Participant. The first Entrance Date, as regards any Eligible Employee, shall be the later of the Effective Date or the date of acceptance by the Insurer of such Eligible Employee's application for life insurance under this Plan. Beginning with the year 1991, subsequent Entrance Dates as regards any additional Eligible Employee(s), shall be the February 1 coinciding with or following the date of acceptance by the Insurer of their application for life insurance under this Plan.

2.08 "Insurer" shall mean that independent company from time to time issuing to the Company written split-dollar life insurance policies on the lives of Participants in accordance with the terms of the Plan.

2.09 "Participant" shall mean each Eligible Employee during his or her employment by the Company or one of its subsidiaries on and after the Entrance Date, who has not attained the age of 70 and who is accepted by the Insurer as insurable for life insurance.

2.10 "Plan" shall mean this Executive Death Benefit Plan.

2.11 "Plan Committee" shall mean the committee appointed by the Chief Executive Officer of the Company to administer the Plan.

2.12 "Retired Participant" shall mean each Participant or Senior Participant who leaves the employ of the Company or one of its subsidiaries at a time when he or she is eligible to receive an immediate Early, Normal, or Deferred Pension, or, upon attaining age 65, a Disability Pension from the Company's qualified pension plan.

2.13 "Senior Participant" shall mean each Participant, during his or her employment by the Company or one of its subsidiaries, who has attained the age of 70.

ARTICLE III

BENEFITS TO PARTICIPANTS

3.01 The death benefit payable to each Participant's beneficiary under the Basic Insurance Plan shall be reduced to \$50,000 during the period prior to termination of employment with the Company and to \$12,500 upon becoming a Retired Participant. The Company may require any Eligible Employee, as a condition of becoming a Participant, to deliver an instrument signed by him or her waiving benefits under the Basic Insurance Plan in excess of \$50,000 as long as the Eligible Employee shall be a Participant or Senior Participant in this Plan. No such waiver and no provision of this Plan shall adversely affect such Participant's right to be reinstated in the Basic Insurance Plan, upon the termination of this Plan, if such other plan shall then be in effect.

3.02 The Company shall purchase and have all ownership rights (except as otherwise provided under Section 3.04 of this Plan) to a split dollar insurance policy on the life of each Participant. Such policy shall provide a death benefit equal to the excess of twice the Participant's Annual Base Salary on the first day of the Plan Year in which death shall occur over the death benefit provided by the Basic Insurance Plan. Upon the death of a Participant, death benefit under such policy shall be paid by the Insurer to the Participant's Beneficiary designated as provided in Section 3.04 of this Plan. Upon a Participant's attaining the status of a Senior Participant or Retired Participant, whichever shall first occur, his or her Beneficiary designation(s) and/or any Beneficiary designations made by his or her assignee under Section 3.04 of this Plan shall lapse, and upon the Retired or Senior Participant's death, the entire death benefit under such policy shall be paid by the Insurer to the Company.

3.03 All premiums on each policy described in 3.02 above shall be paid by the Company for the respective accounts of all Participants. The imputed income to each Participant shall be determined in accordance with Internal Revenue Service Ruling 66-110 (1966-1 CB12), or applicable Federal tax laws, regulations or rulings which may be subsequently published relating to split dollar life insurance programs. The Company will record this portion of the premium as additional taxable compensation to each Participant.

3.04 Each Participant or his or her assignee shall have the right to designate the Beneficiary(ies) of the death benefit under the policy on his or her life described in Section 3.02 by a signed writing delivered to the Plan Committee and the right during the Participant's employment with the Company or any subsidiary to change the Beneficiary designation at any time by a similar writing. Notwithstanding the foregoing, a Participant may, during the Participant's employment with the Company, irrevocably assign his or her right to designate and change Beneficiary(ies) under the policy by a signed writing delivered to the Plan Committee prior to the Participant's death.

3.05 All benefits to a Participant, his or her assignee or Beneficiary(ies) under this Article III shall cease upon the earlier of (a) the termination of his or her employment with the Company or any subsidiary for any reason other than death or (b) the Participant's becoming a Senior Participant. If a Participant terminates his or her employment with the Company or any subsidiary prior to age 55, the Company shall use its best efforts to have the Insurer offer to such Participant the opportunity to purchase all ownership rights in the insurance policy on his or her life at its cash surrender value.

ARTICLE IV

BENEFITS TO RETIRED AND SENIOR PARTICIPANTS

4.01 Within 30 days after receipt by the Company of a signed written notice of intent to retire from a Participant who will qualify upon the indicated retirement date as a Retired Participant under the provisions of Section 2.12 of this Plan, and, if earlier, at least 60 days prior to a Participant's attaining age 70, the Company shall execute and deliver to such Participant a supplemental death benefit agreement containing the Company's written promise, effective upon the Participant's attaining the status of Retired Participant or Senior Participant, as the case may be, to pay to the Beneficiaries of the Participant, upon the Participant's death, a death benefit in an amount equal to that provided in Section 4.02 of this Article IV, which agreement, upon execution by such Participant and return to the Company within 15 days after its receipt shall be binding upon the Company and the Participant. Whether or not

such agreement is executed and returned to the Company, upon attaining the status of Retired Participant or Senior Participant, such Retired or Senior Participant and his or her assignee or Beneficiary(ies) shall have no rights in or under the split dollar insurance policy on his or her life, such persons' rights under this Plan being limited to those set forth in said supplemental death benefit agreement if executed and returned. The Company's obligation to make payments under such supplemental death benefit agreements may be delegated, irrevocably or otherwise, to a third party who may be the Insurer.

4.02(a) The amount of the death benefit provided under Section 4-01 shall be a multiple of the Retired Participant's or Senior Participant's Annual Base Salary on the first day of the Plan Year prior to his or her attaining the status of Retired Participant or Senior Participant, whichever first occurs. The resultant amount shall be reduced by \$12,500 in the case of a Retired Participant, and by \$50,000 in the case of a Senior Participant while in Senior Participant status.

If immediately prior to attaining the status of Retired Participant or Senior Participant, the Participant was a participant in the Company's MICP, such multiple shall be two; otherwise the multiple shall be one. In no event, however, shall the aggregate death benefit payable to the Beneficiary(ies) of a Senior Participant (including the portion payable from the Basic Insurance Plan) be less than \$135,000 if death occurs while he or she is in the status of Senior Participant.

4.02(b) The amount of the death benefit payable under this plan to the Beneficiary of a Retired Participant who did not have twenty (20) or more years of employment with the Company and any of its subsidiaries at the date of his or her retirement shall be reduced at the rate of 5% for each year or fraction thereof that such years of employment were less than twenty (20). The maximum reduction under this sub-section shall be 50%. No reduction shall be made under this sub-section in the benefit paid under the Basic Insurance Plan.

4.03 Each Retired Participant and each Senior Participant shall have the right to designate the Beneficiary(ies) of the death benefit under the supplemental death benefit agreement described in Section 4.01 by a signed writing delivered to the Plan Committee and the right during the Retired Participants or Senior Participant's lifetime to change the Beneficiary designation at any time by a similar writing.

ARTICLE V

ADMINISTRATION

5.01 The Plan Committee shall be the fiduciary and, as such, shall have full responsibility and authority to interpret, control and administer the Plan and agreements entered into with Participants pursuant to the Plan, including the power to amend the Plan as provided in Section 6.02 hereof, the power to promulgate rules of Plan administration, the power to investigate and settle any disputes as to rights or benefits arising under the Plan and such agreements, the power to appoint agents, accountants and consultants, the power to delegate the Committee's duties, the power to issue instructions to the Insurer, and the power to make such other decisions or take such other actions as the Plan Committee, in its sole discretion, deems necessary or advisable to aid in the proper administration of the Plan. Actions and determinations by the Plan Committee shall be final, binding and conclusive, subject to the review procedure in Section 5.03 of this Plan, for all purposes of this Plan, unless clearly contradictory to law or an express provision hereof.

5.02 Without limitation, the Company shall have the power and authority to transfer ownership of life insurance policies to terminating Participants, as provided in Section 3.05, or to a trust subject to the claims of the Company's general creditors and to execute and deliver written agreements binding the Company to pay death benefits as provided in Section 4.01.

5.03 Any Participant, Beneficiary or other person (hereafter called "Claimant") claiming any benefit under this Plan may submit a written claim to the Plan Committee specifying the particular benefit claimed. If any benefit claimed under this Plan is denied in whole or in part, the Plan Committee shall give written notice of the denial to the Claimant within a reasonable period of time following receipt of the claim by the Plan Committee. Such written notice to the Claimant shall set forth the specific reason(s) for denial of the benefit claimed in a manner calculated to be understood by the Claimant. In addition,

the written notice shall specifically refer to the pertinent provisions of the Plan or other document on which the denial is based. If additional material or information is necessary for the Claimant to perfect the claim, then a description of such material or information and an explanation of any such material or information as is necessary shall be set forth in the written notice.

The Claimant may then, within 60 days following receipt of the written notice of denial, file with the Plan Committee any additional evidence bearing on his or her claim and a written request for a review of the denial of the benefit. As part of the review procedure, the Claimant or his or her duly authorized representative may review pertinent documents. Within 60 days following receipt of a request for review, unless special circumstances require a further extension of time but in no event later than 120 days after a receipt of a request for review, the Plan Committee shall conduct a full and fair review of the initial decision denying the benefit and mail to the Claimant is written in a manner calculated to be understood by the Claimant as well as specific references to the pertinent provisions of the Plan or other document on which the decision is based.

If the benefit or claim under review arises under a life insurance policy issued by the Insurer, the Plan Committee shall, as part of the review, obtain from the Insurer, a determination of the reason or reasons for the denial of the benefit or claim under the relevant insurance policy based upon all evidence available to the Plan Committee and the Insurer.

ARTICLE VI

AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

6.01 The Board of Directors of the Company may from time to time amend, suspend or terminate the Plan, in whole or in part.

6.02 The Plan Committee also may from time to time amend the Plan as may be needed (a) to comply with applicable tax or welfare benefit plan laws, regulations or rulings related to split dollar life insurance programs or otherwise or (b) to resolve ambiguities in the Plan or related documents, but no such amendment by the Plan Committee shall alter, expand or contradict the intent of the authorizing resolutions adopted by the Company's Board of Directors on March 13, 1990.

6.03 No amendment, suspension or termination of the Plan shall materially adversely affect (a) the payment of a death benefit already due under the Plan as the result of the death of a Participant prior to the date of adoption of such amendment, suspension or termination, or (b) the rights of any Retired Participant or Senior Participant or his or her Beneficiary(ies) under a supplemental death benefit agreement entered into prior to the date of adoption of such amendment, suspension or termination of the Plan.

ARTICLE VII

FUNDING

7.01 No promise of payment of benefits by the Company under this Plan shall be secured by any specific assets of the Company, nor shall any assets of the Company be designated as attributable or allocated to the satisfaction of such promise, except that the Company undertakes to purchase a split dollar insurance policy on the life of each Participant as described in 3.02, subject to acceptance by the Insurer. Benefit payments by the Company shall be made from the Company's general assets.

ARTICLE VIII

GENERAL PROVISIONS

8.01 No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, except by will or the laws of descent and distribution and, except as provided in Section 3.04 of this Plan, any attempt thereat shall be void. No such benefit shall, prior to receipt thereof, be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of any Participant or his or her Beneficiaries.

8.02 This Plan shall inure to the benefit of, and be binding upon, the Company and each Participant, and upon the successors and assigns of the Company and of each Participant.

8.03 The Company or the Insurer shall deduct from the amount of any payments hereunder all taxes required to be withheld by applicable laws.

8.04 This Plan shall be governed by, and construed in accordance with, the laws of the State of New York.

8.05 The Insurer selected by the Plan Committee shall be a reputable insurance company in good standing and authorized to issue split dollar life insurance policies under the laws of the State of New York, but the Company does not guarantee the payment or performance by the Insurer of the Insurer's obligations under any life insurance policies issued by it.

8.06 Except for the first "short" Plan Year beginning July 1, 1990 and ending January 31, 1991, each Plan Year shall begin on February 1 of one calendar year end on January 31 of the succeeding calendar year.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

SUPPLEMENTAL RETIREMENT PLAN (S.R.P.)

The accrual and payment of benefits as calculated under the Company's Qualified Pension Plan may be limited by present and future government rules covering qualified plans. A non-qualified Supplemental Retirement Plan is hereby established to accrue and pay that part of the pension benefits that, because of governmentally imposed limitations, cannot be accrued or paid by the qualified plan.

This Plan shall be unfunded and shall be administered by a Supplemental Pension Committee, the members of which shall be the same individuals as those comprising the Qualified Plan's Pension Committee.

The Plan Year shall be the same as that of the Company's Qualified Pension Plan.

Anyone who is a Participant in the Company's Qualified Pension Plan and for whom benefits calculated under this Plan would exceed benefits under the Qualified Pension Plan is also a Participant in this Plan.

For purposes of this Supplemental Retirement Plan, Compensation and Rate of Compensation are defined as follows:

Compensation or Rate of Compensation of any Participant shall mean the sum of amounts determined in paragraph (a) and (b) below:

(a) The basic rate of monthly compensation (including any reductions made pursuant to an effective cash or deferred wage and salary conversion agreement under Section 401(k) of the Internal Revenue Code), in effect for him on the Compensation Date (as defined in the Qualified Pension Plan), and

(b) One-twelfth of the bonus (if any) awarded to him with respect to the calendar year immediately preceding the above Compensation Date irrespective of whether payment of such bonus was made in that calendar year or deferred to a subsequent calendar year. Compensation, as defined, shall exclude compensation for overtime service, shift differential, commissions and all other forms of fringe compensation or benefits and any amount contributed for him by the Employer to any public or private employee benefit plan including this Plan other than contributions corresponding to reductions referred to in paragraph (a) above.

Calculation of benefits under this Plan shall be made in the same manner as provided in the Company's Qualified Pension Plan but using the above definition of Compensation. Amounts of benefits so calculated shall not be subject to limitations imposed by Governmental enactments, rules or regulations concerning qualified benefit plans, including those limitations embodied in the Qualified Pension Plan under "Maximum Pensions".

Benefits accrued and payable from this Plan shall be the excess, if any, of benefits calculated as described above over benefits payable under the Company's Qualified Pension Plan and shall be payable in the same form and manner as the Participants' benefits under such plan.

Amounts payable under this Plan shall not be assignable or subject to attachment or levy of any kind.

The Company may terminate this Plan at any time, whereupon the rights of participants to their benefits accrued to the date of such termination shall be nonforfeitable. The Company may amend this Plan at any time but no amendment shall cause a reduction in the amounts theretofore credited to any participant.

The effective date of this Plan shall be January 1, 1987.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

SUPPLEMENTAL RETIREMENT INVESTMENT PLAN ("SRIP")

The accrual and payment of benefits under the Company's Retirement Investment Fund Plan ("RIFP") may be limited by present and future government rules covering qualified plans. A non-qualified Supplemental Retirement Investment Plan ("SRIP") is hereby established to accrue each year and pay upon retirement or other termination of employment that part of the RIFP benefits that, because of governmentally imposed limitations, cannot be accrued or paid by the qualified plan.

This Plan shall be unfunded and shall be administered by a SRIP Committee ("the Committee"), the members of which shall be the same individuals as those comprising the RIFP Administrative Committee.

The SRIP Plan Year shall be the same as that of the RIFP.

Any employee who is a Participant in the Company's RIFP and for whom benefits calculated under this Plan would exceed benefits calculated under the RIFP is also a Participant in this Plan.

For purposes of this Plan, "Compensation or Rate of Compensation" is defined as follows:

"'Compensation or Rate of Compensation' of any Participant shall mean the basic rate of monthly compensation from the Company in effect for him on the Compensation Date (as defined in the RIFP), including one-twelfth

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of any earnings deferred by him in respect of the Plan Year pursuant to a then effective cash or deferred wage and salary conversion agreement ("CODA") under Section 401(k) of the Internal Revenue Code, but excluding compensation for overtime service, shift differential, bonuses, commissions and all other forms of fringe compensation or benefits and any amount contributed for him by the Company to any public or private employee benefit plan, including this Plan, other than contributions corresponding to CODA reductions referred to above."

Amounts of benefits and rate of compensation calculated for this Plan shall not be subject to limitations imposed by governmental enactments, rules or regulations concerning qualified benefit plans, including those limitations embodied in the RIFP under the "Compensation or Rate of Compensation" and "Maximum Additions" sections.

The calculation of benefits under this Plan for any Plan Year for any Participant shall be performed as follows:

First, the percentage of total "Compensation" (calculated under the provisions of RIFP then in effect) of all RIFP Participants for such year represented by the Company's total contribution to the RIFP for such year shall be determined to the third decimal place. Such percentage shall then be applied to the "Compensation" (calculated under the provisions of this Plan) for such Plan year of such Participant in this Plan to determine his

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total allocation. Benefits accrued each Plan Year under this Plan for such Participant and allocated to his account shall be the excess, if any, of the allocation calculated as described above for this Plan over the contribution allocable to the Participant for the same Plan Year under the Company's RIFP and shall be payable in an all-cash, lump sum payment at the same time as the Participant's benefits under RIFP.

The annual benefit allocated to each Participant's account under this Plan shall be adjusted commencing the April 1 following the applicable Plan Year, until actually paid to the Participant, by increasing it by interest at the same average rate of return as earned from time to time by Retirement Investment Fund A of the RIFP.

Amounts payable under this Plan shall not be assignable or subject to attachment or levy of any kind and may not be borrowed against or withdrawn prior to retirement or other termination of employment.

The Company may terminate this Plan at any time, whereupon the rights of Participants to their benefits accrued and adjusted as aforesaid to the date of such termination shall be nonforfeitable. The Company may amend this Plan at any time by action of the Board of Directors but no amendment shall cause a reduction in the amounts theretofore credited to any Participant, adjusted as aforesaid.

The effective date of this Plan shall be November 14, 1989, and benefits shall be calculated and accrued hereunder for the 1989 Plan Year and subsequent Plan Years.

INTERNATIONAL FLAVORS & FRAGRANCES INC.
STOCK OPTION PLAN FOR NON-EMPLOYEE DIRECTORS

International Flavors & Fragrances Inc., a New York corporation (herein called "IFF"), hereby establishes the Stock Option Plan For Non-Employee Directors (herein called the "Plan") on the following terms and conditions:

1. Purpose: To attract and retain the services of qualified independent directors of IFF who are not employees of IFF and provide additional incentive for such directors to work for the best interests of IFF and its shareholders.

2. Method of Adoption: By the approval of the Board of Directors of IFF (herein called the "Board") and of the holders of a majority of IFF shares.

3. Grant of Options: Options for 1,000 shares each will be automatically granted to each non-employee director in each year commencing in 1990 and ending in 1999, and each such grant in each year shall be made on the date of the Annual Meeting of the Shareholders of IFF in that year.

4. Number of Shares: The Plan shall cover an aggregate of 100,000 shares of common stock of IFF of the par value of \$.12 1/2 each. Either authorized and unissued shares or treasury shares may be used. If any options expire or terminate without being exercised in full, including options voluntarily surrendered for cancellation, the shares subject thereto which have not been purchased in accordance with the terms of such options shall be available for the grant of new options under the Plan.

5. Purchase Price: The purchase price per share for any stock optioned at any time under this Plan shall be the fair market value thereof on the date of granting the option. Upon exercise of any stock option the director may pay for the stock covered by the stock option with Common Stock of IFF taken at its fair market value, providing the director has held such Common Stock for at least six months or such longer period as determined by the Board.

6. Eligibility: All members of the Board who are not employees of IFF or one of its subsidiaries (including subsidiaries which may become such after adoption of this Plan), including any such members elected to the Board by the shareholders on the date of grant of an option.

7. Directorship at the Time of Exercise of Options: Any stock option may be exercised by any director only so long as he or she remains a director of IFF, provided that if a director voluntarily resigns with the consent of the Board, if he or she becomes totally disabled or retires at or after age 65, he or she may exercise within 3 months thereafter (but not later than the expiration date of the option) the option as to the balance, if any, of the shares which the director was entitled to purchase under the terms of the option at the date of such resignation, disability or retirement. If a director dies while a director of IFF, his or her legal representatives, distributees or legatees, as the case may be, may exercise within 3 months thereafter (but not later than the expiration date of the option) the option as to the balance, if any, of the shares which the director was entitled to purchase under the terms of the option at the date of his or her death or, in case such death occurs less than 48 months from the date of the grant of the option, that proportion of the shares covered by the option which the number of days in the period from the date of grant to the date of the director's death bears to the number 1460, less any shares previously purchased under the option.

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8. Individual Options: The maximum number of shares for which stock options may be granted to any individual under the Plan shall be 10,000.

9. Exercise of Options: Each stock option may be exercised as follows: up to one-third of the shares covered at any time after 24 months from the date of grant, up to two-thirds of such shares at any time after 36 months from such date; and all the shares at any time after 48 months from such date. An option may not be exercised, if, in the opinion of counsel for the Company, exercise of the option or delivery of shares pursuant thereto might result in a violation of any law or regulation of an agency of government or have an adverse effect on the listing status or qualification of the Company shares on any securities exchange.

10. Rights of Optionees Before Issuance of Stock Certificates: No optionee

shall have any rights as a stockholder with respect to any shares covered by any stock option until the date of the issuance of the stock certificate for such shares following exercise of the options. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

11. Anti-Dilution Provisions: Each option agreement shall contain such provisions as the Board or the Committee shall deem to be appropriate, including provisions for appropriate adjustment of the option price and the number of shares covered, or both, to protect the optionee in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger or consolidation (except as otherwise stated below) or in the event of any other change in the corporate capital structure of IFF. In the event of any such adjustment, the aggregate number and class of shares available under the Plan and the maximum number of shares as to which options may be granted to any director may also be appropriately adjusted.

12. Nonassignability: No option shall be assignable or transferable by an optionee except by will or by the laws of descent and distribution, and an option shall be exercisable during his or her lifetime only by him or her.

13. Administration: The Plan is intended to be self-operative to the maximum extent consistent with prudent business practice. Under no circumstances shall any individual or group of individuals exercise discretion with respect to designating the recipient of an option, the number of shares of Common Stock that are subject to an option, the date of grant of an option or the exercise price or dates of exercise of an option. Otherwise, the Plan shall be administered by vote of a majority of the Board, or by a majority of the Stock Option and Compensation Committee of the Board (herein called the "Committee").

14. Acceleration of Option upon Merger or Consolidation: In the event of the merger or consolidation of IFF with or into another corporation as a result of which IFF is not the surviving corporation, then on written notice to the optionee given by the surviving corporation, the option may be exercised, as to the entire number of shares subject thereto, on and after the effective date of such merger or consolidation and the option shall cease and terminate as to any shares as to which it has not been exercised on a date 180 days after the effective date of such merger or consolidation or on the expiration date of such option, whichever is earlier.

15. Agreements: Options issued under the Plan shall be evidenced by agreements in such form as the Board or the Committee may approve. The terms of such agreements shall comply with the applicable terms of the Plan contained herein. The option agreement shall not impose on IFF or its subsidiaries any obligation to continue any individual as a director for any period.

16. Change in Control: In the event of a "change in control" of IFF, all options previously granted to a director shall become immediately exercisable in full, and he or she or his or her legal representatives, distributees or legatees in the event of the death of a director may exercise within 3 months thereafter (but not later than the respective expiration dates of the options) any and all outstanding options.

"Change in control" shall mean the earliest to occur of any of the following events:

(i) any person, corporation, partnership, association, trust or other entity, or any "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall hereafter become the "beneficial owner," as defined in Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Corporation representing 40 percent or more of the combined voting power of the Corporation's then outstanding securities; or

(ii) persons not nominated by the Board in the Corporation's most recent proxy statement shall constitute a majority of the members of the Board.

17. Interpretation: In the event of any difference of opinion between an optionee and IFF concerning the meaning or effect of the Plan, such difference shall be resolved by the Board.

18. Compliance with Applicable Laws: All options granted under the Plan shall be non-statutory options not intended to qualify under Section 422A of the Internal Revenue Code of 1986, as amended. No shares shall be offered under the Plan and no stock certificate shall be delivered upon exercise of options until such offering has been registered under the Securities Act of 1933, as amended, and any other applicable governmental laws and regulations, unless in the opinion of counsel such offering is exempt from registration under such Act, and until IFF shall have complied with any applicable provisions of the Securities Exchange Act of 1934, as amended, and applicable requirements of the New York Stock Exchange.

19. Amendment and Termination of the Plan: The Board may from time to time, with respect to any shares at the time not subject to options, suspend or discontinue the Plan or amend it in any respect, except as provided in paragraph 13 hereof, provided that (a) no revision or amendment shall change the selection or eligibility of directors to receive options under the Plan, the purchase price thereunder, or materially increase the benefits accruing to participants under the Plan, (b) without the approval of the holders of a majority of outstanding shares of IFF (except as provided in paragraph 11 above), increase the aggregate numbers of shares available for options, or reduce the option price below that provided for hereunder.

INTERNATIONAL FLAVORS & FRAGRANCES INC. ("IFF")
DIRECTORS' DEFERRED COMPENSATION PLAN

1. The Corporation has established this plan to give outside directors of the Corporation the option to defer receipt of the annual retainer and meeting fees payable to them for services as an IFF director.

2. IFF directors are elected for a one-year term of office commencing with the Annual Meeting of Stockholders held on the second Thursday of May in each year. IFF pays each director who is not an employee of or consultant to the Corporation ("outside director") an annual retainer in two equal installments on November 30 and May 31 of each year, plus a meeting fee for each meeting attended. Following the adoption of this Plan by the Board but prior to November 1, 1981, any outside director of the Corporation may elect to have payment of all of his or her semi-annual retainer and meeting fees for services as a director after November 1, 1981, deferred in one of the ways specified in paragraph 5 below. Such election, and any subsequent change thereof, shall be made in writing signed by the director and filed with the Secretary of the Corporation.

3. An election by a director to defer compensation with respect to any year of service as a director shall be irrevocable after such year of service begins. Such election, once made, shall also continue in effect with respect to the retainer for subsequent years of service as a director unless, before the Annual Meeting of Stockholders beginning any such year, the director files a new election or informs the Secretary in writing that he or she wishes to receive his or her retainer and meeting fees in cash.

4. Any director's compensation deferred pursuant to the terms of this plan will be increased, until actually paid to the director, at the interest rates applicable from time to time with respect to deferred compensation awards under the Corporation's deferred compensation plans for employees.

5. Payment of a director's deferred compensation shall be made in a lump sum or in up to ten annual installments commencing as soon as practicable after the earlier of (i) the beginning of a calendar year specified by the director in his or her election or (ii) the end of the calendar year in which the director's service as a director of the Corporation terminates or in which the director attains 75 years of age (whichever occurs later).

6. Any amounts of deferred compensation remaining unpaid at the time of a director's death shall be paid in a lump sum to the director's estate.

7. The Corporation shall have no duty to fund any obligations under this plan. The rights of each participating director shall be limited to those of a general creditor of the Corporation. Amounts payable under this plan shall not be assignable or subject to attachment, execution or levy of any kind.

8. The Board shall have power to amend or terminate this plan at any time, but no such action shall adversely affect any obligation with respect to deferred compensation theretofore incurred.

The schedule contains summary financial information extracted from the Consolidated Balance Sheet & Consolidated Statement of Income and is qualified in its entirety by reference to such financial statements. Amounts in thousands of dollars, except per share amounts.

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	DEC-31-1997	
	MAR-31-1997	
		207,255
		54,136
		290,154
		(7,716)
		358,152
	976,906	
		853,575
		(400,177)
		1,463,784
	285,041	
		6,977
	0	
		0
		14,470
		1,015,176
1,463,784		
		382,813
	382,813	
		207,293
		287,196
		(4,071)
		0
		559
		99,129
		35,885
	63,244	
		0
		0
		0
		63,244
		\$0.58
		\$0.58