

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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

HURCO COMPANIES, INC.
(Exact name of registrant as specified in its charter)

INDIANA 35-1150732
(State or other jurisdiction (I.R.S. Employer
of incorporation or organization) Identification No.)

ONE TECHNOLOGY WAY, INDIANAPOLIS, INDIANA 46268
(Address of Principal Executive Offices) (Zip Code)

HURCO COMPANIES, INC.
1997 STOCK OPTION AND INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AGREEMENTS,
DATED JULY 8, 1996

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENTS,
DATED DECEMBER 15, 1998

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENTS,
DATED MAY 23, 2000
(Full title of the plans)

ROGER J. WOLF
ONE TECHNOLOGY WAY, INDIANAPOLIS, INDIANA 46268
(Name and address of agent for service)

(317) 293-5309
(Telephone number, including area code, of agent for service)

COPY TO:
DAVID C. WORRELL
BAKER & DANIELS
300 NORTH MERIDIAN STREET, SUITE 2700
INDIANAPOLIS, INDIANA 46204
(317) 237-0300

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT OF SHARES TO BE REGISTERED (1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, no par value	250,000 (2)	\$3.755 (3) (4)	\$938,750 (4)	\$247.83 (4)
Common Stock, no par value	50,000 (2)	\$5.125 (3)	\$256,250 (4)	\$67.65 (4)
Common Stock, no par value	75,000 (2)	\$5.813 (3)	\$435,975 (4)	\$115.10 (4)
Common Stock, no par value	30,000 (2)	\$3.75 (3)	\$112,500 (4)	\$29.70 (4)
Total	405,000 (2)		\$1,743,475 (4)	\$460.28 (4)

- (1) Pursuant to Rule 416 under the Securities Act of 1933 (the "Securities Act"), this Registration Statement also registers such additional shares of Common Stock as may be offered or issued to prevent dilution resulting from stock splits, stock dividends and similar transactions.
- (2) Pursuant to this Registration Statement, of the 405,000 shares of Common Stock registered hereby, 250,000 of such shares are registered for issuance under the 1997 Stock Option and Incentive Plan and 155,000 of

such shares are registered for issuance pursuant to Director Non-Qualified Stock Option Agreements between the Registrant and its outside directors.

- (3) With respect to 50,000 of the 155,000 shares registered for issuance pursuant to Non-Qualified Stock Option Agreements dated July 8, 1996, such shares are to be offered at \$5.125 per share. With respect to 75,000 of the 155,000 shares registered for issuance pursuant to Director Non-Qualified Stock Option Agreements dated December 15, 1998, such shares are to be offered at \$5.813 per share. With respect to 30,000 of the 155,000 shares registered for issuance pursuant to Director Non-Qualified Stock Option Agreements dated May 23, 2000, such shares are to be offered at \$3.75 per share. It is impracticable to state the maximum offering price per share of the 250,000 shares registered for issuance pursuant to the 1997 Stock Option and Incentive Plan. Shares offered pursuant to incentive stock options granted under the 1997 Stock Option and Incentive Plan are to be offered at not less than the market value of one share of common stock of Hurco Companies, Inc. on the date such incentive stock options are granted.
- (4) With respect to the 250,000 shares registered hereby for issuance under the 1997 Stock Option and Incentive Plan, the proposed maximum offering price per share, the aggregate offering price and the amount of the registration fee attributed thereto is computed in accordance with Rule 457(c) and (h) under the Securities Act using the average of the high and low sale prices of the Common Stock as reported by Nasdaq on October 13, 2000, which was \$3.755 per share. With respect to the 155,000 shares registered for issuance pursuant to Director Non-Qualified Stock Option Agreements, the proposed maximum offering price per share, the aggregate offering price and the amount of the registration fee attributed thereto is calculated based upon the prices such shares shall be offered for as described in Footnote 3 above.

PART I

INFORMATION REQUIRED IN SECTION 10(A) PROSPECTUS

Information required by Part I of Form S-8 to be contained in the Section 10(a) Prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

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

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended October 31, 1999;
- (b) The Registrant's Quarterly Reports on Form 10-Q for the fiscal quarters ended January 31, 2000, April 30, 2000 and July 31, 2000;
- (c) The description of the Registrant's common stock, without par value (the "Common Stock"), contained in the Registrant's Registration Statement on Form 10 dated February 18, 1980, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all shares of Common Stock offered hereby have been sold or which deregisters all shares of Common Stock offered hereby then remaining unsold, are deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents. The Registrant will promptly provide without charge to each person to whom a prospectus is delivered, a copy of any or all information that has been incorporated herein by reference (not including exhibits to the information that is incorporated by reference unless such exhibits are specifically incorporated by reference into such information) upon the written or oral request of such person directed to the Secretary of the Company at its

principal offices, One Technology Way, Indianapolis, Indiana 46268, (317) 293-5309.

ITEM 4. DESCRIPTION OF SECURITIES.

Not Applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not Applicable.

ITEM 6. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

Article VI, Section 1 of the Company's By-Laws states that the Company shall, to the fullest extent permitted by the Indiana Business Corporation Law, as amended, indemnify any person who is made a party to or who is involved in any proceeding, by reason of the fact that he or she is or was a director, officer, employee or agent of the Company, against certain liabilities incurred by him or her in connection with such proceeding if he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The Company has entered into employment agreements with certain executive officers, which also provide indemnification against certain liabilities.

Sections 23-1-37-1 to 23-1-37-15 of the Indiana Business Corporation Law authorize a corporation to indemnify its directors and officers in terms sufficiently broad to permit such indemnification (including reimbursement of expenses incurred) under certain circumstances for liabilities arising under the Securities Act.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not Applicable.

ITEM 8. EXHIBITS.

The list of Exhibits is incorporated herein by reference to the Index to Exhibits.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities

at the time shall be deemed to be the initial bona fide offering thereof.

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

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

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

SIGNATURES

THE REGISTRANT. Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Indianapolis, State of Indiana, on October 18, 2000.

HURCO COMPANIES, INC.

By: /S/ ROGER J. WOLF
Roger J. Wolf
Senior Vice President, Secretary,
Treasurer and Chief Financial Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in their respective capacities and on the respective dates indicated opposite their names. Each person whose signature appears below hereby authorizes each of Brian D. McLaughlin and Roger J. Wolf, each with full power of substitution, to execute in the name and on behalf of such person any post-effective amendment to this Registration Statement and to file the same, with exhibits thereto, and other documents in connection therewith, making such changes in this Registration Statement as the registrant deems appropriate, and appoints each of Brian D. McLaughlin and Roger J. Wolf, each with full power of substitution, attorney-in-fact to sign any amendment and any post-effective amendment to this Registration Statement and to file the same, with exhibits thereto, and other documents in connection therewith.

SIGNATURES	CAPACITY	DATE
/S/ BRIAN D. MCLAUGHLIN Brian D. McLaughlin	President, Chief Executive Officer and Director (Principal Executive Officer)	October 18, 2000

/S/ ROGER J. WOLF Roger J. Wolf	Senior Vice-President, Secretary, Treasurer and Chief Financial Officer (Principal Financial Officer)	October 18, 2000
/S/ STEPHEN J. ALESIA Stephen J. Alesia	Corporate Controller and Assistant Secretary (Principal Accounting Officer)	October 18, 2000
/S/ ROBERT W. CRUICKSHANK Robert W. Cruickshank	Director	October 18, 2000
/S/ MICHAEL DOAR Michael Doar	Director	October 18, 2000
/S/ HENDRIK J. HARTONG, JR. Hendrik J. Hartong, Jr.	Director	October 18, 2000
/S/ RICHARD T. NINER Richard T. Niner	Director	October 18, 2000
/S/ O. CURTIS NOEL O. Curtis Noel	Director	October 18, 2000
/S/ CHARLES E. MITCHELL RENTSCHLER Charles E. Mitchell Rentschler	Director	October 18, 2000

INDEX TO EXHIBITS

Exhibit

DESCRIPTION OF EXHIBIT

NO.

- 4.1 Amended and Restated Articles of Incorporation of the Registrant and related amendments. (The copy of this Exhibit filed as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended July 31, 1997 is incorporated by reference.)
- 4.2 Amended and Restated By-Laws of the Registrant, as amended to date. (The copy of this Exhibit filed as Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2000 is incorporated by reference.)
- 4.3 Amended 1997 Stock Option and Incentive Plan of the Registrant. (The copy of this Exhibit filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended July 31, 2000 is incorporated by reference.)
- 4.4 Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Hendrik J. Hartong, Jr. (The copy of this Exhibit filed as Exhibit 10.47 to the Registrant's Annual Report on Form 10-K for the year ended October 31, 1996 is incorporated by reference.)
- 4.5 Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Andrew L. Lewis, IV. (The copy of this Exhibit filed as Exhibit 10.48 to the Registrant's Annual Report on Form 10-K for the year ended October 31, 1996 is incorporated by reference.)
- 4.6 Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Richard T. Niner. (The copy of this Exhibit filed as Exhibit 10.49 to the Registrant's Annual Report on Form 10-K for the year ended October 31, 1996 is incorporated by reference.)
- 4.7 Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and O. Curtis Noel. (The copy of this Exhibit filed as Exhibit 10.50 to the Registrant's Annual Report on Form 10-K for the year ended October 31, 1996 is incorporated by reference.)
- 4.8 Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Charles E. Mitchell Rentschler. (The copy of this Exhibit filed as Exhibit 10.51 to the Registrant's Annual Report on Form 10-K for the year ended October

- 31, 1996 is incorporated by reference.)
- 4.9 Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Hendrik J. Hartong, Jr.
 - 4.10 Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Andrew L. Lewis, IV.
 - 4.11 Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Richard T. Niner.
 - 4.12 Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and O. Curtis Noel.
 - 4.13 Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Charles E. Mitchell Rentschler.
 - 4.14 Director Non-Qualified Stock Option Agreement, dated May 23, 2000, by and between Hurco Companies, Inc. and Michael Doar.
 - 4.15 Director Non-Qualified Stock Option Agreement, dated May 23, 2000, by and between Hurco Companies, Inc. and Robert Cruickshank.
 - 5 Opinion of Baker & Daniels regarding legality of the securities being registered.
 - 23.1 Consent of Arthur Andersen LLP.
 - 23.2 Consent of Baker & Daniels (included in Baker & Daniels Opinion filed as Exhibit 5).
 - 24 Power of Attorney (included on the Signature Page of the Registration Statement).

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 15{th} day of December, 1998, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Hendrick J. Hartong, Jr., a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on December 15, 1998 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$5.813 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on December 15, 1999. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized,

consolidated, or merged company in the same proportion, at an equivalent price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ HENDRICK J. HARTONG, JR.
Signature of Director

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 15{th} day of December, 1998, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Andrew L. Lewis, IV., a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on December 15, 1998 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$5.813 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on December 15, 1999. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ ANDREW L. LEWIS, IV
Signature of Director

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 15{th} day of December, 1998, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Richard T. Niner, a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on December 15, 1998 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$5.813 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on December 15, 1999. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ RICHARD T. NINER
Signature of Director

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 15{th} day of December, 1998, between Hurco Companies, Inc., an Indiana corporation (the "Company") and O. Curtis Noel, a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on December 15, 1998 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$5.813 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on December 15, 1999. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ O. CURTIS NOEL
Signature of Director

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 15{th} day of December, 1998, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Charles E. Mitchell Rentschler, a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on December 15, 1998 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$5.813 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on December 15, 1999. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ CHARLES E. MITCHELL RENTSCHLER
Signature of Director

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 23rd day of May, 2000, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Michael Doar, a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on May 23, 2000 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$3.75 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on May 23, 2001. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ MICHAEL DOAR
Michael Doar

DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

This Director Non-Qualified Stock Option Agreement ("Agreement") has been entered into as of the 23rd day of May, 2000, between Hurco Companies, Inc., an Indiana corporation (the "Company") and Robert Cruickshank a director of the Company ("Director").

WHEREAS, the Board of Directors of the Company has granted to Director an option to purchase shares of the Company's common stock, no par value (the "Common Stock"), pursuant to the terms and conditions as provided in this Agreement; and

WHEREAS, the Company and Director desire to set forth the terms and conditions of the option;

WHEREAS, the option evidenced by this Agreement is separate and distinct from options granted pursuant to the 1997 Stock Option Plan of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Company and Director agree as follows:

1. GRANT OF OPTION AND EXERCISE PRICE. Subject to the terms and conditions stated in this Agreement, on May 23, 2000 (the "Date of Grant"), the Committee granted to Director an option (the "Option") to purchase 15,000 shares of the Company's Common Stock (the "Shares") at an exercise price of \$3.75 per Share (the "Exercise Price").

2. NON-QUALIFIED STOCK OPTION. The Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

3. EXERCISE OF OPTION. The Option shall become fully exercisable on May 23, 2001. Notwithstanding the foregoing, the Option shall become immediately exercisable upon a Change in Control of the Company. For purposes of this Agreement, a Change in Control of the Company means (a) the acquisition of 25% or more of the outstanding shares of Common Stock of the Company; (b) any merger or consolidation involving the Company, if following such merger or consolidation, the persons who were the shareholders of the Company prior to such transaction own less than 50% of the outstanding capital stock of the surviving or consolidated corporation; (c) individuals who are currently Directors of the Company cease for any reason to constitute at least a majority of the Board of Directors of the Company (provided, however, that any individual becoming a Director whose election or nomination for election was approved by a vote of at least a majority of the Directors then comprising the current Directors, shall be considered a current Director); or (d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

4. TERM OF OPTION. Unless sooner terminated as provided in this Agreement, the Option shall expire on December 14, 2004. In the event that Director ceases to serve as a director of the Company for any reason other than his death or total disability, the Option shall terminate six (6) months after termination of service. In the event that Director ceases to serve as a director because of his death or total disability, the Option shall terminate twelve (12) months after termination of service.

5. RECLASSIFICATION, CONSOLIDATION OR MERGER. If and to the extent that the number of issued shares of the Common Stock of the Company shall be increased or reduced by change in par value, split up, reclassification, distribution of a stock dividend of 5% or more, or the like, the number of shares subject to the Option and the Exercise Price per share shall be proportionately adjusted.

If the Company is the surviving corporation in any reorganization, consolidation or merger with another corporation, Director shall be entitled to receive options covering shares of such reorganized, consolidated, or merged company in the same proportion, at an equivalent

price, and subject to the same conditions, provided, however, that the new option or assumption of the Option shall not give the Director additional benefits which he did not have under the Option, or deprive him of benefits which he had under the Option.

6. RIGHTS PRIOR TO EXERCISE OF OPTION. The Option is non-transferrable by Director and is exercisable only by him during his lifetime, except that in the case of his judicially declared incompetence or disability the Option may be exercised by the legally appointed guardian or conservator of his estate. In the case of the Director's death while any part of the Option is outstanding, the Option may be exercised by the executor of his will or administrator of his estate or, if the administration of his estate has been closed, by his heirs or legatees entitled thereto. Neither Director nor any person claiming under or through him shall have any rights as a shareholder of the Company with respect to any of the option shares until full payment of the Exercise Price and delivery to him or certificates for such shares as herein provided.

7. RESTRICTIONS ON DISPOSITION. All shares acquired by Director pursuant to this Agreement shall be subject to the following restrictions: The shares will be "restricted securities" as defined in Rule 144 under the Securities Act of 1933 ("Act") and must be held unless subsequently registered under the Act or an exemption from such registration is available. The Company is not obligated to register the shares under the Act. The shares acquired pursuant to exercise of the Option shall be acquired for Director's own account for investment for an indefinite period and not with a view to the sale or distribution of any part or all thereof, by public or private sale or other disposition. Notwithstanding the foregoing, the Company may refuse to transfer the shares until it receives an opinion of counsel for the Company that such transfer is exempt from registration under the Act or qualification under any other securities law.

8. PAYMENT OF TAXES ON EXERCISE OF OPTION. Whenever shares of Common Stock are to be issued to Director in connection with the exercise of the Option, the Company shall have the right to require him to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such shares. In the alternative, the Company may elect to withhold from the shares to be issued that number of shares (based on the market value of the stock at that time) which would satisfy the tax withholding amount due.

9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

11. NOTICES. All notices and other communications required or permitted under this Agreement shall be written and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt required, addressed as follows: if to the Company, to the Company's principal office at One Technology Way, Indianapolis, Indiana 46268, and if to the Director or his or her successor, to the address last furnished by the Director to the Company. Each notice and communication shall be deemed to have been given when received by the Company or the Director.

IN WITNESS WHEREOF, the Company and Director have executed this Agreement as of the date first written above.

HURCO COMPANIES, INC.

By: /S/ BRIAN D. MCLAUGHLIN
Brian D. McLaughlin, President & CEO

/S/ ROBERT CRUICKSHANK
Robert Cruickshank

BAKER & DANIELS
300 NORTH MERIDIAN STREET
SUITE 2700
INDIANAPOLIS, INDIANA 46204
(317) 237-0300

October 18, 2000

Hurco Companies, Inc.
One Technology Way
Indianapolis, IN 46268

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Hurco Companies, Inc., an Indiana corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of the Company's Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933 (the "Act"), registering the offer and sale of up to 405,000 shares of the Company's common stock, no par value (the "Shares"), pursuant to the Company's 1997 Stock Option and Incentive Plan, as amended (the "Plan"), Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Hendrik J. Hartong, Jr., Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Andrew L. Lewis, IV, Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Richard T. Niner, Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and O. Curtis Noel, Non-Qualified Stock Option Agreement, dated July 8, 1996, by and between Hurco Companies, Inc. and Charles E. Mitchell Rentschler, Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Hendrik J. Hartong, Jr., Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Andrew L. Lewis, IV, Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Richard T. Niner, Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and O. Curtis Noel, Director Non-Qualified Stock Option Agreement, dated December 15, 1998, by and between Hurco Companies, Inc. and Charles E. Mitchell Rentschler, Director Non-Qualified Stock Option Agreement, dated May 23, 2000, by and between Hurco Companies, Inc. and Michael Doar and Director Non-Qualified Stock Option Agreement, dated May 23, 2000, by and between Hurco Companies, Inc. and Robert Cruickshank (the "Stock Option Agreements").

In so acting, we have examined and relied upon the originals, or copies certified or otherwise identified to our satisfaction, of such records, documents and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, when the Registration Statement shall have become effective and the Shares have been issued in accordance with the Plan or the Stock Option Agreements, the shares will be validly issued, fully paid and non-assessable.

Our opinion expressed above is limited to the federal law of the United States and the law of the State of Indiana.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER & DANIELS

CONSENT OF INDEPENDENT ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement on Form S-8 of our report dated December 1, 1999, included in Hurco Companies, Inc. Form 10-K for the fiscal year ended October 31, 1999 and to all references to our Firm included in this registration statement.

/s/ ARTHUR ANDERSEN LLP

ARTHUR ANDERSEN

Indianapolis, Indiana
October 18, 2000